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## The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, NOVEMBER 29, 1919.

ANNUAL SUBSCRIPTION, WHICH MUST BE PAID IN ADVANCE:

£2 12s. ; by Post £2 14s. ; Foreign, £2 16s.

HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

\*. The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

### GENERAL HEADINGS.

CURRENT TOPICS .....	93	DOMESTIC SERVANT'S SLANDER ACTION	105
THE LEGAL PERSONALITY OF A FIRM	96	MOVING JUDGES .....	105
RECENT CHANGES IN CASE-LAW	96	TWO BROTHERS .....	105
AFFECTING SOLICITORS .....	97	LEGAL NEWS .....	106
CORRESPONDENCE .....	98	COURT PAPERS .....	106
BOOKS OF THE WEEK .....	111	WINDING-UP NOTICES .....	106
NEW ORDERS, &C. ....	111	CREDITORS' NOTICES .....	117
SOCIETIES .....	104	BANKRUPTCY NOTICES .....	108

### Cases Reported this Week.

Dutton v. Snevo Byars Co. (Lim.)	99
Green-Price v. Webb	100
McGaw, Re. McIntyre v. McGaw	100
Stromvaat Mataschapij, Sophie H. v. Marine Insurance Co. (Lim.)	99

### Current Topics.

#### The Ex-Chancellors.

PUBLIC OPINION in the Press and elsewhere is gradually coming to a clear conclusion on the status of the ex-Chancellors. There are at present five ex-judges who have filled the high office of Lord Chancellor, and of those four receive retiring pensions. It is generally felt that in future the pension paid to an ex-Chancellor should be accompanied by a corresponding definite legal obligation: the Lord Chancellor should be entitled to allocate his services, as of right, to the House of Lords, the Privy Council Committee, the Court of Appeal, or any other high judicial office which he may consider in keeping with the dignity of one who has been Keeper of the King's Conscience. Of course, when such a dignitary has served fifteen years in judicial office, he should be entitled to retire with a pension like other judges and free of further obligation. A similar principle *mutatis mutandis* would apply in the case of an invalided ex-Chancellor. But the general principle of a definite status with definite duties should be enunciated. It is believed that every existing ex-Chancellor would eagerly welcome any such definition of the present elastic duties which attach morally, not legally, to his retired pension.

#### County Court Judges.

THE House of Lords has now passed the Bill which provides for pension and superannuation in the case of county court judges. It was suggested in the House of Lords that some attempt ought to be made to increase the salaries of county court judges, but it was generally agreed that the time is inopportune. Public opinion demands drastic economies in the public expenditure, and will scarcely listen patiently to proposals that the fixed salaries of judicial officers should share in the increase to which the depreciation of money justly entitles them. Our own view is that matters of this kind should be regulated by a general statutory regulation, which should be independent of the changing caprices of public opinion. Such regulation would prescribe that every legal or judicial officer should be entitled as of right to the scale of bonus paid generally in the Civil Service, and at present settled by arbitration. That rate of bonus is now £60 plus 30 per cent. of the pre-war salary basis, with a maximum of £500. In the case of county court judges, whose pre-war salary is £1,500, the new scale would work out at

£60 plus £450, which just exceeds the maximum. £2,000 under the Civil Service rules would be the judges' present scale of salary, instead of £1,800, to which level the existing bonus has raised it. There seems no reason why judges in all courts—stipendiaries, coroners, recorders, and other holders of judicial offices—should not be given generally by statute the right to some such concession as this.

#### Solicitors' Costs.

WE NEED hardly say that the question of increasing the scale costs of solicitors is now a burning question. Letters in our columns amply attest that. The average solicitor finds that his expenses in salaries have increased 50 per cent.; in stationery and office requisites about 200 per cent.; and in rent, rates, &c., about 20 to 25 per cent. Against this increase of expense may be set off the large increase in conveyancing work which has fallen to solicitors during the recent land sale boom, but such increased quantity of work involves an increase in clerical staff. Moreover, it is temporary, whereas the increase in expenses is likely to be permanent. A very reasonable demand is that the pre-war scale of professional charges shall be increased 50 per cent. And at the same time the scale of counsel's fees allowed on taxation in county courts and elsewhere should undergo a corresponding upward revision.

#### Solicitors' Negotiating Fees.

WE PRINT elsewhere a letter from a correspondent who contends that where a solicitor does negotiating work the scale fee should be increased so as to place the solicitor on an equality with an auctioneer or agent who does similar work. Our correspondent selects as an illustration a private sale at £800. An auctioneer's customary fee, he says, is £22 10s. A solicitor's entire scale fee, deducting title and negotiating, is £20; his fee for negotiation alone is only £8. Our correspondent suggests that the solicitor should be entitled to charge a negotiating fee of £22 10s. instead of £8, in addition (so we interpret his proposal) to the scale fee for deducting title. This would leave the client in the same position as if he had sold by auction, and confers upon him no inducement to effect a sale through solicitors alone. That seems to us scarcely in the interests of solicitors themselves. Probably the best compromise would be that a solicitor who negotiates a sale by private treaty should have an option; he should be entitled either to claim scale fees as a solicitor, or to obtain the standard charges of an auctioneer, surrendering in the latter case any claim to extra remuneration for deduction of title. In the example selected by our correspondent this would mean a choice between £20 and £22 10s.—not a great benefit to the solicitor. And when scale fees are increased, as doubtless they soon will be, it is probable that the benefit would disappear altogether. Our own view is that it is doubtful wisdom for solicitors who do the work of auctioneers, or of estate agents, or of income tax recovery agents, to claim payment on the same basis as specialists in those matters. Such a claim deprives the employment of the solicitor of the special attraction its comparative cheapness at present has for the client. But the matter is a fair question of opinion, and we should be glad to hear the views of our readers upon it.

#### Coroner's and Anæsthetics.

DR. WALDO, the City Coroner, has raised with commendable public spirit a question of great importance. Deaths under anæsthetics in hospitals are now of not infrequent occurrence. Whether this is due to an increase in the total number of operations, some of which are bound to prove fatal, or to the use of novel experimental anæsthetics, such as the local anæsthetic "stovaine," the effects of which on the body are not yet fully explored and registered, or is due to the greater physical feebleness consequent on our reduced ration scale during the war and the consequent diminution of the patient's resisting powers, we cannot pretend to say. We have even heard it suggested that the increased extent to which lady surgeons perform operations may be partially responsible, since

a normal woman has hardly a man's coolness of nerve and readiness of resource; but we know of no evidence corroborating this view, which may well be a mere survival of sentiment now almost extinct. Dr. WALDO, in a recent inquest, expressed himself as strongly of opinion that students and nurses should never be allowed to administer anæsthetics. He said that at one large hospital in his Southwark district students were allowed to perform this responsible duty; but that at St. Bartholomew's no such permission was ever accorded to students or to nurses: that institution had three resident and four visiting anæsthetists. He expressed himself as strongly of opinion that legislation forbidding the administration of anæsthetics by unqualified persons should be introduced. He also mentioned that in 1908 a departmental committee of the Home Office had been appointed at his instance to consider the whole question; this committee reported on the lines he favoured in 1910, but nothing had been done to give effect to its recommendations.

#### Public Local Inquiries.

THE PRESENT methods of holding public local inquiries whether by the Local Government Board or by other Government Departments, are open to some grave objections. No adequate powers to preserve discipline are vested in the officer holding the inquiry; he cannot commit obstructionists or disturbers for contempt of court. In fact, he can only ask the police to expel intruders and order a prosecution of inveterate offenders as disturbers of a public meeting under Lord ROBERT CECIL's Act of 1908. The position is not satisfactory. In practice, the public who attend such inquiries treat the proceedings at the inquiry as they would a political meeting, and openly display their partizanship by loud applause of any speech or answer by a witness which meets their approval. From this unseemly conduct, quite unjudicial in its nature and atmosphere, it is a short step to the hooting or interruption of testimony which does not meet the approval of the majority of spectators present. An example of this is afforded by the East Ham pensions inquiry on Tuesday. The East Ham Local War Pensions Committee had taken action which the Ministry of Pensions refused to sanction, and this inquiry was ordered for the purpose of ascertaining the facts. Unfortunately the Town Hall, where the inquiry took place, was packed with members of the public, who practically refused to give a hearing at all to the representative and witnesses of the Ministry of Pensions. The result was that Mr. SAMSON, K.C., who presided at the inquiry, found it necessary to adjourn. It certainly seems desirable that public local inquiries, held under statutory powers, should be placed by Act of the Legislature on a different footing. They should be declared judicial proceedings, and the usual powers for preserving judicial discipline should be conferred on the officer holding the inquiry. In truth, our whole law relating to the holding of public meetings is in an unsatisfactory state, and requires revision.

#### The Jurisdiction of Profiteering Committees.

RECENT STEPS to restrain Profiteering Committees by means of the Prerogative Writ of Prohibition have not been altogether happy. The King's Bench Division has shown reluctance to impose narrow limits on the interpretation of the Profiteering Act, 1919, or on the Orders of the Board of Trade bringing articles within its scope. All attempts to distinguish between the sale of a finished article and the rendering of services followed by sale have so far broken down. The Divisional Court has taken the sane and reasonable view that an element of "services rendered" enters into every retail contract of sale, but is not sufficient to change the character of the contract from *emptio vendito* to *operis conductio*. In other words, they have followed the well-known rule laid down in *Lee v. Griffin* (30 L. J. Q. B. 252), where it was held that the supply of new teeth by a dentist who extracts the old ones is essentially a contract of sale, because the first services rendered are merely ancillary to the main consideration—namely, the transfer of property in the artificial

teeth. Now, in *Provincial Cinematograph (Birmingham) Theatre (Limited) v. Birmingham Profiteering Committee* (Times, 26th November), the Divisional Court has just carried this view a long way. Where coffee and chocolate biscuits were sold in the refreshment buffet of a cinema the Court held that the sale of a biscuit was a transaction into which the Committee had power to inquire; the mere fact that the sale was preceded or accompanied by the provision of pictures and/or music makes no difference. This definitely brings restaurant charges within the scope of the statute. But the sale of a cup of coffee was held outside any of the present Orders enumerating articles to which the statute applies, not on any ground of principle, but simply because no such Order happens to mention liquid coffee. Tea and coffee are within the Orders, but the Court held that only solid tea and coffee was meant by these terms.

#### Interest "Accruing Due."

*Hibernian Bank v. Yourell* (1919, 1 I. R. 310) is an interesting and useful case in the Irish Courts on the subject of mortgagees' accounts. An earlier stage in the litigation is to be found reported in *Yourell v. Hibernian Bank* (1918, A. C. 372), where the House of Lords decided that the bank, in an action to enforce their securities over certain lands, were bound by the state of accounts as kept already in their books, and could formulate another account on a new basis. Subsequently a question arose as to the appropriation of certain moneys paid to the bank by the receiver who had been appointed by them under section 24 of the Conveyancing Act, 1881, and this question again came before the Irish Court. The bank had appropriated the moneys in dispute in discharge of arrears of interest on promissory notes, these arrears being more than six years due at the date of the appropriation. The point to be decided was whether this appropriation was justified. The Master of the Rolls in Ireland held that the bank were not entitled to appropriate moneys received to arrears of interest which at the dates of appropriation were barred under the Statutes of Limitation. It was taken as settled law that the receiver, though appointed by the mortgagees, was really the mortgagor's own agent. The receiver then made the payments to the bank as the defendant's agent, and so was bound to act in his interests and protect him against claims that were not sustainable. An agent should not, without authority, pay statute-barred debts of his principal. Section 24 (8) of the Conveyancing Act, 1881, directs the receiver to apply money received by him *inter alia* "in payment of the interest accruing due in respect of any principal money due under the mortgage." It was contended for the bank that a debt remains "due" even though not recoverable by virtue of a Statute of Limitations. The Master of the Rolls held that the word "due" was not to be taken in its technical sense, so as to make it applicable to an irrecoverable debt: "The drafting of the section is in loose language, and I think that I am bound to give an interpretation consonant with popular business ideas. The ordinary business man would be surprised at the distinction between an existing debt which is irrecoverable and a debt which has ceased to exist: . . . the true meaning of the section is that the receiver shall keep down the interest which the mortgagee is entitled to recover." Though the appropriation was in fact made by the mortgagees themselves, and not the receiver, this did not better their position. The word "due" also occurs in section 21 (3), referring to money due under the mortgage, and has there been held to include arrears of interest that cannot be recovered by action. Nevertheless, the Master of the Rolls held that this meaning could not be given to "due" in section 24 (8). Though this Irish decision should be kept in mind by the English practitioner, its reasoning is not so convincing as to make one feel confident that the English Courts would follow it. Perhaps the weakest part of the *ratio decidendi* is that based on the view that section 24 is drafted "in loose language," and therefore to be interpreted in consonance "with popular business ideas."

#### Desertion as a Matrimonial Offence.

THE QUESTION has been raised from time to time, in considering the meaning of "desertion" as a matrimonial offence, whether the refusal of matrimonial intercourse is in itself desertion justifying a decree for judicial separation, or (in some circumstances) for dissolution of the marriage. The refusal of marital rights by a wife does constitute a reasonable excuse for desertion by a husband (*Synge v. Synge*, 1900, P. 180; 1901, P. 317), and to that extent is in the nature of a matrimonial offence. In the case just cited, Sir FRANCIS JEUNE seems to have thought that refusal on the part of the wife might have constituted desertion by her, but such refusal has usually been merely an element in the case, and not the sole ground of a charge of desertion against the wife. In fact, the point does not appear to have been directly decided in England whether a wife's refusal of marital rights to the husband does in itself and alone make her guilty of desertion. Lord PENZANCE said in *Fitzgerald v. Fitzgerald* (1869, L. R. 1 P. & M. 694): "No one can 'desert' who does not actively and wilfully bring to an end an existing state of cohabitation." This dictum has in effect been adopted as the ground of decision in a recent case before the High Court of Australia: *Maude v. Maude* (1919, 26 Comm. L. R.). In that case the husband petitioned for dissolution of the marriage (as under the local statute he was entitled to do), the matrimonial offence alleged being desertion, and the only evidence of desertion being the wife's persistent refusal of sexual intercourse. The Court unanimously held that there had been no such desertion as entitled the husband to a decree. No cases were cited in the judgments, but it was said: "There can be no desertion while cohabitation continues, and there may be a continuance of cohabitation notwithstanding refusal by either spouse of sexual intercourse." There seems to be no doubt that this represents the rule likely to be followed by the English Courts.

#### The Ministry of Health.

AN IMPORTANT provision has just been made by Order in Council in connection with the new Ministry of Health. It will be recollected by our readers that by section 11 (1) of the Ministry of Health Act it is enacted that the Act is to come into operation upon such day as may be fixed by Order in Council, and that this day may be a different date for different purposes and provisions of the Act. The new Order, dated 25th November, 1919, accordingly provides that the transfer to the Minister of Health of certain powers and duties hitherto exercised by the Board of Education is to take place on 1st December. The powers so exercised, of course, are those transferred by section 3 (1) (d) of the Act. They relate chiefly to the medical inspection and treatment of children attending schools.

#### The Ministry of Transport.

ANOTHER IMPORTANT new Order to which we call attention *en passant* is one just made—25th November—under section 2 of the Ministry of Transport Act, 1919. That section provides for the transference to the Minister of Transport, as from such date as shall be declared by Order in Council, of the powers and duties of any Government Department relating to (a) railways; (b) light railways; (c) tramways; (d) canals, waterways and inland navigations; (e) roads, bridges, ferries and vehicles and traffic thereon; (f) harbours, docks and piers. But the section also goes on to except from its operation the Board of Trade's powers with respect to the appointment of members of and regulation of procedure for the Railway and Canal Commission. These powers may by Order in Council be transferred to a Secretary of State instead of the Minister of Transport, and the new Orders transfer them to the Home Secretary. The reason for this exception, we need hardly say, is obvious. The Railway and Canal Commission has judicial powers over the rates charged by railways. To transfer such powers to the Minister of Transport would make him judge in his own cause as between the public at large or consignors and the railways he controls. It is doubtful whether it is



really worth while preserving a separate quasi-judicial body of Railway and Canal Commissioners. Its functions are not really those of experts on railway matters, but purely judicial functions of a kind which all judges habitually exercise. The abolition of the Commission and the transfer of its judicial duties to the Divisional Court would probably be the best solution.

#### Extensions of Legislative Enactments

THE ISLE OF MAN, like the Channel Islands, is technically a separate Crown Colony, and no part of the United Kingdom. Unlike the Channel Islands, it has no foreign language nor alien system of law to distinguish it from England, Scotland and Ireland; the "Customs of Normandy," which prevail in the Channel Islands, have no relation to "Man." But it has a separate Parliament, the "Tynwald." In practice Imperial Statutes often apply to "Man" for reasons of convenience; in other cases power is reserved to the Crown to extend Imperial Statutes to "Man" by Orders in Council. This was expressed in the case of all emergency legislation by the Isle of Man (War Legislation) Act, 1914. Under the powers so conferred the Crown has just, by Order in Council, extended to "Man" the Courts (Emergency Powers) Act of 1919 and the Profiteering Act, 1919. In some cases some slight modification was, of course, necessary.

### The Legal Personality of a Firm.

A PARTNERSHIP or firm is not, of course, as yet recognized in English law as having a legal personality of its own distinct from that of the persons who constitute it. Outside the Law Courts the notion of the firm being an entity distinct from its members—as a corporation is—has become part of the average business man's mental equipment. Certainly there is a tendency, even among lawyers, to regard partnerships as separate entities on the footing of corporations, and possibly the business man's view may yet at no very distant date, by legislation or judicial decision, become the technically correct view. The change would hardly be more revolutionary than that effected by the House of Lords' decision in the *Taff Vale Railway case* (1901, A. C. 426), that a trade union may be sued in its registered name, though "neither a corporation, nor an individual, nor a partnership between a number of individuals." The Legislature itself has much assisted the promulgation of the notion that a partnership has a distinct personality of its own by inserting in the Partnership Act, 1890, an express declaratory statement of the Scottish law on this point. By section 4 (2) of the Act it is formally enacted: "In Scotland a firm is a legal person distinct from the partners of whom it is composed."

Cases like the *Taff Vale case* are, however, extremely rare, and abstract questions relating to the juridical nature of a partnership in English law are not likely to be raised directly in the Courts. Such questions more commonly receive their answer indirectly, by the emergence of some principle forming the necessary foundation of some declaration of an individual right or liability. And cases of this kind are quite as likely to arise for decision in the overseas Courts as in those of the United Kingdom. In illustration of this two cases may be cited, one from New Zealand and the other from Ontario, each of which displays the tendency above noticed to regard a partnership as a separate legal entity. The New Zealand case is, indeed, of practical interest on other grounds, relating as it does to the elucidation of a difficult enactment—section 3 of the Married Women's Property Act, 1882.

The case referred to is *Reeves v. Reeves' Official Assignee* (1919, N. Z. L. R. 385), before the New Zealand Court of Appeal, and was concerned with the claim of a wife to prove in the bankruptcy of her husband for money lent him for purposes of his business. The husband carried on the business of a dairyman at one place, and was also a partner in a firm which also carried on a dairying business at another place.

Both he and the firm became bankrupt. The wife had lent him money for his own business, and she sought to prove for her debt in competition with joint creditors of the firm, but after payment of the separate creditors of the husband. It was contended that under the relevant enactment, which is a transcript of section 3 of the English Married Women's Property Act, 1882, she must be postponed to all the creditors of the firm. By section 3 money of the wife lent to the husband for his business is to be "assets of her husband's estate in case of his bankruptcy, under reservation of the wife's claim to a dividend as a creditor . . . after, but not before, all claims of the other creditors of the husband . . . have been satisfied." Several difficult points have cropped up under this section, and the only one that need be now noticed is the meaning of "other creditors of the husband." Does this expression include creditors of the firm—of the husband and other persons taken together? There seems to be no reported case on this point. There is, however, the case of *Re Tuff* (1887, 19 Q. B. D. 88), where it was held by Mr. Justice CAVE that the section does not apply to a married woman lending money to a firm in which her husband is a partner. "The circumstances of the two cases are entirely different," and it was held that section 3 applied only where the husband is the sole trader. The New Zealand Court held that "creditors of the husband" did not include creditors of the husband's firm, the firm and the partner being quite distinct one from the other. The wife was therefore not postponed to creditors of the firm.

The Ontario case—*Henderson v. Strong* (1919, 45 Ont. L. R. 215)—draws an ever sharper distinction between partner and firm, though the case is less practical in its interest than the New Zealand one. A company in Ontario was constituted under the Companies Act of Canada—Rev. Stat. of Canada, 1906, c. 79. By section 29 (2) of this statute it is enacted "The company shall in no case make any loan to any shareholder of the company." One of the shareholders was a member of a partnership in Scotland, and a loan was made by the company to this Scottish firm. It was contended that the loan was illegal and void, as being made to a shareholder, but the Ontario Court would not accept this view, and held that there had been no loan to any shareholder, the firm and the partner being distinct entities, and the Scottish firm not being a shareholder in the company. Apart from the possibility of the status of the Scottish firm in Ontario being governed by Scottish law—which is, perhaps, doubtful—the view was definitely expressed that even in English law the firm and the partner were so distinct that the loan to the firm could not be regarded as in any sense a loan to the partner. The following observations of the Chief Justice of Ontario purport to be made entirely from the point of view of English, and not Scottish, jurisprudence: "Nor am I at all able to agree in the notion that the law does not recognize . . . the separate existence of co-partnership firms; that they are in no sense legal entities. They may sue and be sued . . . in most of their attributes they are much the same as incorporated companies of unlimited liability; and I can imagine no good reason for lawyers shocking business men and business methods with fine-drawn notions regarding the want of legal existence of concerns the actual existence of which is ever before the eyes of everyone." This will certainly "shock" the orthodox lawyer. Possibly some people will think it merely a little in advance of juridical public opinion.

In the Divorce Court, before Mr. Justice Hill, *Hill v. Hill*, a wife's suit for judicial separation was called on. A Mr. Hill appeared to conduct his own case. As counsel was opening the petitioner's case, Mr. Hill exclaimed, "I never heard such a story! This isn't my case at all." It then appeared that there was another case of *Hill v. Hill* for judicial separation, which had not yet come into the list, and counsel and his client in that case happened to be in the Court, and they came in to have the suit heard. Counsel then said to the Mr. Hill, "May I take it that you are Mr. Hill, and the Christian names are —?" The respondent replied, "You may take it that the Christian names are nothing of the kind, and you are lost—lost, sir, among the Hills!"

## Recent Changes in Case-Law Affecting Solicitors.

In a recent article we summarized briefly the more important changes in the law effected by statute within the last few months which are of special value to solicitors. In this article we deal in the same way with the leading recent decisions which have similar value. We classify the decisions, as we classified the statutes, into three classes. Our first class consists of all decisions laying down new rules of substantive law, whether in common law or equity. Our second class relates to conveyancing points. Our third class deals with questions of procedure. In selecting and commenting on the matter we are greatly indebted to the Law Society's Quarterly Bulletin, from which we have quoted freely.

### 1. RECENT CASE-LAW ON CONTRACTS AND EQUITY.

In *Phillips v. Brooks (Limited)* (1919, 2 K. B. 243), A by a false pretence, i.e., passing himself off as another person, bought in person a ring from B, and pledged it with C, who took it *bona fide* and without notice and advanced £350 upon it. A brought an action against C for return of the ring. Held, that B intended to contract with A, and that there was no error as to the person with whom he had contracted, although B would not have made the contract but for the fraudulent representation. Therefore the property in the goods had passed, and C had obtained a good title.

The decision of *ASTBURY, J.* (1919, W. N. 171), in *Hepworth Manufacturing Co. (Limited) v. Ryott* has been affirmed by the Court of Appeal (1919, 36 T. L. R. 10). A film actor had been engaged to work under a pseudonym; the contract provided that the right to use the name should be the sole property of the plaintiffs, and that the defendant would not make use of the name after the termination of the engagement. The Court held that this agreement not to so use the name after the termination of the engagement was in restraint of trade, and could not be enforced.

By the Gaming Act, 1835, securities given for gaming debts are to be deemed to have been given for illegal consideration, and any money paid on such securities by the person giving the same shall be recoverable from the person to whom such security was originally given. In *Golding v. Bradlaw* (1919, 2 K. B. 238) A gave cheques to B in payment of betting debts due from A to B. B indorsed the cheques to C, who gave B cash for them, knowing that they had been given to B in payment of gaming debts. C cashed the cheques at A's bankers. Held, that A could recover from B the amount paid on the cheques.

The general principle that a *cestui que trust* in default cannot take any interest in the trust fund until he has made good his default receives another illustration in *Re Jewell* (1919, 2 Ch. 161). In that case X, on his marriage settlement, assigned a policy on his life to the trustees upon trust for his wife and the issue of the marriage, covenanting in the usual manner to keep up the policy; the wife also assigned certain property upon trusts for the husband and the issue of the marriage. Owing to the husband's default, the policy lapsed. Upon the wife's death the husband, or rather his assignees, claimed the income of the property brought into settlement by the wife; but it was held on the general principle of equity stated above that they could not take anything out of the wife's property without first making good to the trust estate the loss occasioned through the lapse of the policy, and that the trustees were therefore entitled to retain the income of the wife's property during the husband's life until a policy on his life for the amount covered by his covenant had been effected, or until there had been retained thereout a sum equal to the surrender value for the time being of the original lapsed policy.

The Court of Appeal has at last settled the question as to the meaning of "net profits" in relation to excess profits tax, by deciding that "net profits" can, as a matter of law, only be arrived at after deducting excess profits duty: *Patent*

*Castings Syndicate (Limited) v. Etherington* (1919, 2 Ch. 254).

### 2. RECENT CONVEYANCING POINTS.

Section 4 of the Land Transfer Act, 1897, the general effect of which is to empower personal representatives, with the consent of the person entitled to a legacy given by the testator or to a share in his residuary estate, to appropriate any part of that residuary estate in or towards satisfaction of that legacy or share, is familiar to most students taking the Real Property and Conveyancing course. In *Re Wragg* (1919, 2 Ch. 58) the question arose whether trustees of a will could appropriate parts of a testator's unsold real estate in satisfaction of the settled shares of his married daughters. Section 4 of the above Act does not apply to trustees; there was no express power of appropriation in the will, and, in the absence of such a power, an appropriation can only be made if the trustees are expressly authorized either (a) to invest in the purchase of realty (which is, of course, a very different thing from investing on real security), or (b) to retain realty forming part of the estate unconverted throughout the duration of the trust; so that in either case the realty would, after the appropriation, be an authorized investment in the hands of the trustees.

Now clause 10 of the will authorized investments upon such stocks, funds, shares and securities, or other investments of whatsoever nature and wheresoever as the trustees should in their absolute discretion think fit; and although it was argued that "other investments" meant investments *ejusdem generis* with those previously mentioned, P. O. LAWRENCE, J., refused to adopt this argument, and held that clause 10 of the will did authorize the purchase of realty, and that in consequence the desired appropriation could be made.

Two recent cases on the subject of "public policy" are *Re Wallace* (1919, W. N. 219) and *Re Lovell* (1919, W. N. 247). The first of these raised a side of this question which does not often come before the courts. The testator's residuary estate was to vest in his sole surviving son, if he should have acquired the title of baronet or some superior title, and otherwise to go to the British Treasury and the Treasury of British India in equal shares. The contention, of course, was that this gift encouraged the prospective recipient to secure, and other persons to confer, the requisite title for sordid reasons. Perhaps, too, the public might feel an interest in the prospective recipient not receiving any honour, in order that the public revenue might be augmented by the testator's final bequest. In the case of *Egerton v. Earl Brownlow* (1853, 4 H. L. C. 1), a direction that a gift in tail male should be void if the beneficiary failed to acquire before his death the title of Duke or Marquis of Bridgewater, was held void on such reasoning. In days when the "safe of honours" is rightly decried, the argument is not without force. The Court held, however, that the gift was not obnoxious to public policy, and also distinguished the case from *Egerton v. Earl Brownlow*, inasmuch as in the present case the interest did not arise upon a condition subsequent causing a defeasance, but upon the happening of a condition precedent creating an interest.

In the other case the question was whether a gift of an annuity to a married woman deserted by her husband "provided and as long as she shall not return to live with her present husband, and provided and as long as she shall not re-marry, and subject to her leading a clean, moral and respectable life," was objectionable, as given with the object of inducing her not to return to her husband and not to re-marry. The Court, following *Re Charleton* (1911, W. N. 54), held that the gift was good as being in the nature of provision for the wife after the accomplished fact of separation, and not one for the purpose of inducing that state. This distinguishes this case and the earlier one from such as *Re Moore* (1887, 39 Ch. D. 116), where the husband and wife were living together and continued to do so until after the testator's death. Otherwise, it seems rather a fine distinction, and one not common to the consideration of public policy generally, between the effect likely to be produced and that intended by the testator.



Although the purchase of books for purely furnishing purposes has been resorted to in all ages, the advent of the war profiteer having, as we are informed, merely extended the practice, so that a library, like other household requirements, is now frequently purchased in bulk, yet a bequest of "the furniture at X House" will not *prima facie* include the books: *Re Zouche* (1919, 2 Ch. 178).

The recent case of *Auerbach v. Nelson* (1919, W. N. 206) adds a little to the interpretation of the memorandum in writing required by the Statute of Frauds. In this case a description of a house sold by a reference to it as being "sold for £500 from Mr. M. NELSON, Nelson Lodge, 143, Victoria Park-road," was held sufficient to allow the property to be identified with the aid of parol evidence.

### 3. RECENT CASE-LAW AFFECTING PROCEDURE.

The case of *Stovin v. Fairbrass* (1919, W. N. 216), recently decided by the Court of Appeal, gives an important ruling on those presumably ephemeral but persistent statutes—the Increase of Rent and Mortgage Interest (Restrictions) Acts, 1915 and 1919. In those Acts the grounds which make exceptions to the general rule of suppression of the landlord's remedies are (a) grounds founded on some default or misconduct of the tenant, (b) grounds founded on the requirements of the landlord in reference to the occupation of the premises, and (c) "other" grounds deemed satisfactory by the court. In construing this third exception (c) the Court held that the Statutes could not have intended any grounds which the Court might consider satisfactory, and this third exception must be controlled by the two other exceptions. This limitation may obviously cut down very considerably the cases where a landlord, or a purchaser from him, can recover possession. Although the Act of 1919 was not passed until after the hearings in the courts below, the Court considered and applied that Act as well as the earlier ones.

A debtor whose affairs were being liquidated by arrangement under the Bankruptcy Act, 1869, was employed at a salary by the trustee to carry on his business. Without the knowledge of the trustee he took out a policy of insurance and paid the premiums out of his salary. The debtor was discharged in 1883, and continued to pay the premiums until his death in 1917. Held, that the policy money belonged to the official receiver (the trustee having been discharged), and did not pass under the debtor's will: *Re Stokes, Ex parte Mellish* (1919, 2 K. B. 256).

The decision of *HORRIDGE, J.* (1919, W. N. 155), in *Ex parte Abdy, In re Thellusson*, has been reversed on appeal (1919, W. N. 235).

In that case a loan had been made to a debtor after the date of the receiving order, both lender and debtor being unaware that the receiving order had been made.

The Court of Appeal held that the transaction should be wholly set aside, and the official receiver directed to return the money to the lender.

Preference shareholders are not deprived of their right to share in surplus assets upon a winding-up by a clause in the articles of the company which gives them a preferential right as regards repayment of their capital in a winding-up: *Re Fraser & Chalmers (Limited)* (1919, 2 Ch. 114).

There is a growing tendency on the part of the Law Reports to expand in size. This is due not so much to any increase in the number of cases as to the tendency of some judges to deliver monumental judgments on almost every point of capital importance which comes before them. Mr. Justice McCARDIE among common law judges, and Mr. Justice ASTBURY in the Chancery Division, are the chief exponents of this rather revolutionary change in judicial habits. In the nineteenth century it was the practice of judges to avoid deciding cases on fundamental points if they could possibly do so. Decisions were given "on the facts of the particular case" or on some minor point. The great issues were undignifiedly shirked. In fact, judges practised what the Jesuit Fathers would have called "the principle of the economy and the reserve" in all matters of judicial decision. Sleeping

dogs were left to lie whenever they could decently be left undisturbed.

The twentieth century tendency, exemplified first by the late Lord Justice VAUGHAN WILLIAMS, who has since been imitated by many other judges, until the practice of the nineteenth century has been in substance all but reversed, is to decide fairly and squarely every point raised within the four corners of a case, whether or not the decision is strictly necessary in order to give judgment on the issues raised. Of course, no such novel principle is ever enunciated by any learned judge. In fact, from time to time judges still excuse themselves from deciding a point on the ground that it is not strictly necessary. But such refusals are becoming less and less frequent. Judicial opinion is beginning to feel that they are rather unmanly refusals to "face the music."

But some judges carry the new tendency to still greater lengths. They are not satisfied with deciding all points they can find within the compass of the pleadings. They go on to expound the whole law on the branch concerned—e.g., "impossibility of performance" or "public policy." They classify all its doctrines and treat each exhaustively. They deal with the whole history of the law from the titles of the Year Books and analyse every leading case. So far this judicial industry is exemplary. But sometimes they go on to read nearly the whole of the cases they quote, and even proceed to incorporate those in their judgments. This places on the reporter a difficult burden. It is not easy to say how much of the matter thus incorporated he is to set out in his report. To set out all adds tremendously to its bulk and that of the Law Reports.

## Correspondence.

### Some Minor Suggestions.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I suggest in the article on the late Lord Swinfen "for Wrenbury wherever it occurs read Haldane."

The paragraph, "Some Minor Suggestions," requires reconsideration, as the Judicature Act, 1894, s. 1 (5), prevents appeals from the Divisional Court in a large number of civil cases, except with leave.

Lord Muir Mackenzie, in the *Times* a few days ago, dealt with the suggestion that a number of ex-Chancellors are available to sit in the Court of Appeal.

SADDLER.

[Our correspondent is right in the amendment of our first sentence which he suggests; we intended to say "Haldane," not "Wrenbury." Of course, legislative action would be necessary to carry out our suggestion re abolition of appeals to Divisional Courts.—*Ed. S.J.*]

### A Biographical Coincidence.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The *Times* biographer of Lord Swinfen records that this eminent and lamented Judge commenced his professional career in offices at 8, New Inn, Strand.

It is not an uninteresting coincidence, and perhaps one worth recording, that the present Prime Minister's first London office was at the same address. X.

### Solicitors' Negotiating Fees.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—At a time when professional remuneration in conveyancing is being considered, it may be opportune to inquire why the services of a solicitor in negotiating should continue to be, or be allowed to be treated as, of less value to a client than similar services of an auctioneer or agent.

A simple illustration in the writer's experience to-day shows the force of the inquiry. For negotiating a private sale at £800 the solicitor's scale fee is £8. An auctioneer or estate agent by virtue of scale prepared by his own professional organization would claim to be entitled to £22 10s.

The solicitor's entire scale fee for deducing title and negotiating is £20, or £2 10s. less than the auctioneer or agent would claim and generally receive for negotiating alone.

No client would or should complain if solicitors' negotiating fees were placed at once on the same footing as auctioneers' and agents' generally accepted commission.

An injustice of nearly forty years' standing should, in fact, be remedied at once. NEGOTIATOR.

## CASES OF THE WEEK.

### House of Lords.

**STOOMVAAT MATTASCHAPPIJ SOPHIE H. V. MERCHANTS' MARINE INSURANCE CO. (LIM.)** 20th November.

**INSURANCE (MARINE)—LOSS OF VESSEL FROM DRIFTING MINES—POLICY COVERING BOTH MARINE AND WAR RISKS—PERILS OF SEAS—"CAPTURE, SEIZURE AND DETENTION"—CONSEQUENCES OF HOSTILITIES—RISKS "EJUSDEM GENERIS."**

The insurers of a vessel sued under a policy which contained the clause, "Warranted free from capture, seizure, detention, and all other consequences of hostilities," with the usual exceptions; and also a clause that the insurance was to cover loss "through explosions, riots, or other causes whatsoever," pleaded (*inter alia*) that the loss of the vessel through striking a mine, which had drifted some twenty-two miles away from the minefield, was not covered by the policy.

Held, that the clause "warranted free from capture, seizure, and detention, and all other consequences of hostilities," referred not only to hostile acts of a belligerent which amounted to taking possession of the ship insured, but included any consequences of hostilities which were *ejusdem generis* with capture, seizure, and detention, in that it deprived the assured of their vessel.

Decision of Court of Appeal (reported 35 L. T. R. 25) affirmed.

The appellants, the owners of the Dutch steamship *Alice H.*, claimed for a total loss against the respondents, as insurers of ship and freight. The question was whether the respondents were liable under the contracts. Both Bailhache, J., and the Court of Appeal held the respondents not liable. On 18th August, 1914, the *Alice H.* left Petrograd with a cargo of coal for Helsingborg. She was escorted by Russian vessels until she was outside the Russian minefields. In the Gulf of Finland she struck a mine, which sank her. The mine was believed to be a Russian mine, which, owing to bad weather, had got adrift, and had been carried by the current into the Gulf, there being no evidence that the Germans had laid mines in that neighbourhood. The vessel was insured as to hull and freight under two policies, the terms of which were identical, in that they contained the clause—"warranted free from capture, seizure, detention, and all other consequences of hostilities," with the usual exceptions, and a clause that the insurance was to cover loss "through explosions, riots, and other causes, of whatever nature arising, either on shore or otherwise, howsoever." The appellants contended that the respondents were liable (*inter alia*) on one or other of the following grounds:—(1) That the loss of the ship was caused by marine risks, and not by war risks, because she sank in consequence of injuries caused by the explosion of mines, which, contrary to the intention of the Russians who had laid them, had broken adrift in consequence of a gale, and instead of sinking or becoming harmless, they had been carried by wind and current about thirty miles to the place where they struck the *Alice H.*, and were not intended or expected to be; (2) that the clause "warranted free from capture, seizure, and detention, and all other consequences of hostilities" referred to hostile acts of a belligerent, which amounted to taking possession of the ship insured, and did not include consequences of hostilities which were not *ejusdem generis* with capture, seizure, and detention.

Lord BIRKENHEAD, C., in moving that the appeal should be dismissed, said it was contended for the appellants that the loss was not the direct consequence of hostilities, because these mines had floated away from the minefields and been carried by wind and tide to the place where the vessel struck it. He did not accede to that view. Then it was said that the words "all other consequences of hostilities" were to be construed as referring to consequences *ejusdem generis* with "capture, seizure, and detention," and it was contended that the sinking of this vessel by floating mines was not a consequence of hostilities in that sense. Again, he was unable to assent to that argument in the sense in which it was sought to be applied by the appellants. The question was whether there was a ground to be found in the words "capture, seizure, and detention?" He thought that there was. It was a category more or less complete of consequences of a state of war, and where such words were followed by the words "and all other consequences of hostilities," in his lordship's opinion the matter was perfectly plain. He arrived, without doubt, at the conclusion that just as capture, seizure, and detention were, or might be, consequences of hostilities, so the other words ought to be construed as including the casualty which had happened in this case.

Lords HALDANE, DUNEDIN, and BUCKMASTER agreed, and the appeal was accordingly dismissed.—COUNSEL, for the appellants, *Schwabe, K.C.*, and *Dunlop, K.C.*; for the respondents, *R. A. Wright, K.C.*, and *Stuart Brown, K.C.* SOLICITORS, *Russell & Arnholz; Waltons & Co.*

(Reported by ERKINS REID, Barrister-at-Law.)

## Court of Appeal.

**DUTTON v. SNEYD BYCARS CO. (LIM.)** No. 1. 20th October; 10th November.

**WORKMEN'S COMPENSATION—GAS-POISONING—INDUSTRIAL DISEASE NOT WITHIN SCHEDULE—PAYMENT MADE WEEKLY ON SAME SCALE AS ACT—JURISDICTION—ESTOPPEL—AGREEMENT—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), SUB-SECTIONS 1 (3), 8.**

A workman was incapacitated by gas-poisoning, arising out of and in the course of his employment in a munition factory. For a considerable

period he was paid a weekly sum as compensation at the same rate as would be payable under the Workmen's Compensation Act, although gas-poisoning is not one of the industrial diseases mentioned in Schedule 3, and he signed receipts headed "W.C.A.," and describing the payment as "workmen's compensation." The county court judge held that the employers were estopped from denying that the applicant was entitled to an award of compensation under the Act.

Held, that there was no evidence to justify the finding of estoppel or agreement to treat the case as one under the Act. The jurisdiction of the arbitrator is limited to cases within the Act, and cannot be enlarged by any doctrine of estoppel to include cases without the Act.

Standing v. Eastwood (5 B. W. C. C. 271) followed.

Appeal by the employers from an award of the county court judge at Burslem in an arbitration under the Workmen's Compensation Act, 1906. The facts, as stated by Warrington, L.J., in his judgment, were as follows:—The workman was employed in a factory for the manufacture of poison gas, a controlled establishment under the Ministry of Munitions. The workman was affected by gas-poisoning in July, 1916, and thereby incapacitated for work. For seven or eight weeks he was paid full wages, then for several weeks he was paid a weekly sum calculated in accordance with the Act, with an added sum of 7s. for subsistence allowance. After that he was employed by a colliery company on light work, and received varying weekly sums from the employers until January, 1919. From that date until 31st May, 1919, he received 10s. a week, since which nothing had been paid, the matter being the subject of litigation. During the latter half of 1917 and the first half of 1918 he gave receipts on the back of a doctor's certificate of disablement, containing no reference to the Act. In May and June, 1918, the applicant signed receipts on a form which described the sums received as being for sick pay. As from June, 1918, another form, called the buff form, was used. This was headed "Workmen's Compensation Receipt for Weekly Payments, Name of Factory, &c.," and was in the following terms:—"Received the sum of £—, being compensation at the rate of — for the period of — weeks ending the — of —, which is the amount due to me under the Workmen's Compensation Act, 1906, for the period named in respect of," and then alternatively "a personal injury by accident sustained" or "an industrial disease contracted by me on or about the — of —." That had to be signed by the workman. During part of 1918 the applicant was also required to sign a declaration in the following terms, headed "Munitions Finance Form W.C.A. 3 Declaration:—(1) I hereby declare that I am entitled to compensation under the Workmen's Compensation Act, 1906, for five weeks ending —, in respect of incapacity for work resulting from employment at Sneyd Bycars Co. (Limited). Then name and address of present employer (if any), earnings during period, and other particulars." At the arbitration it was admitted that the disease (gas-poisoning) from which the workman suffered was not one of the industrial diseases within section 8 and Schedule 3 to the Act, and that he had not obtained the certificate of a certifying surgeon; but it was contended on his behalf that in the circumstances the employers were estopped from denying that he was entitled to compensation, or alternatively that they had agreed that, as between themselves and the workman, he should be treated in all respects, including the right to proceed to arbitration, as if he had been so entitled. The county court judge accepted the contention that the employers were estopped from denying that the applicant was entitled to compensation, and made an award in his favour. The employers appealed. *Cur. adv. vult.*

THE COURT allowed the appeal.

WARRINGTON, L.J., having stated the facts as above, proceeded: The county court judge had assumed that the heading of the form of declaration signed by the workman, viz., "W.C.A. 3," meant Workmen's Compensation Act, Schedule 3. In his lordship's opinion there was no foundation for such an assumption; that it was not true was shewn by the fact that the buff form of the document had at the top the same letters followed by the figure 4, shewing that the figures merely indicated the position in a series of official forms of those in question. It appeared from the correspondence between the applicant's and the Treasury Solicitor that the Ministry, while insisting that gas-poisoning was not a disease within the Act, were willing, as an act of grace, to pay compensation on the lines of the Act. If effect were given to the applicant's contention, the result would be to bring within the Act a man who was clearly not within it, and, amongst other things, to enlarge the limited jurisdiction conferred by statute upon the county court judge. In order to constitute an estoppel by conduct, the conduct alleged must amount to a representation of a certain fact intended to be acted on, and in fact acted on to his prejudice by the man to whom it was made. In his lordship's judgment, there was no evidence before the judge sufficient to justify his finding that there was an estoppel, and he failed also to see any agreement in fact that the workman should be treated as if he were within the Act. The calculation of the amount payable in the manner provided by the Act was consistent with the payment being voluntary, and the signature by the workman of forms submitted by the employers, which contained a reference to the Act, carried the matter no further. By submitting those forms the employers did no more than wrongly describe the money they were paying, and did not state, or lead the workman to the belief, that they intended to treat him as entitled to compensation, if he was in fact not within the Act. There was, moreover, a serious question whether an agreement to pay compensation could be enforced, unless it had been recorded under the Act (see *Adshhead Elliott* on the Act, 7th ed., p. 453). But even if there were a recorded agreement in fact, it could not have the effect contended for by the applicant. The operation of the Act was confined to a certain class of



cases, and parties could not by any form of estoppel or by agreement so enlarge the operations of the Act as to bring within it other cases, or to enlarge the limited statutory jurisdiction to those cases. In *Standing v. Eastwood* (5 B. W. C. C. 271), Fletcher Moulton, L.J., said:—"The county court judge, sitting as an arbitrator, may be considered to be a court of limited jurisdiction. It was well-settled law that no one could enlarge the jurisdiction of such a court by contract, and it was equally clear that he could not do so by estoppel, which was in fact based on contract." Those words might well mean that the effect of estoppel was to bind the person estopped to assume the existence of a certain state of facts in the same way, as if he had contracted so to assume. Of course, if some particular fact alleged by either party was in issue, and either in accordance with the practice of the Court, as in the case of admissions on pleadings, or by the application of some rule of law it had to be taken to be as alleged, it would be so taken, although the result might not be in accordance with the true state of the facts. *Fraser v. Driscoll* (9 B. W. C. C. 264) might appear to go further, but the question dealt with above was not argued, or even raised. The case was very shortly reported, and could not be regarded as an authority binding on the Court to decide otherwise than in accordance with the views expressed by his lordship. The appeal, therefore, must be allowed, and the award made in the employers' favour.

ATKIN, L.J., and EVE, J., delivered judgment to the same effect, the former observing that questions which arose within the Act, e.g.—whether the person injured was a workman to which the Act applied, or whether he was injured by accident, or what the amount of the compensation should be, could be determined by the parties' agreement, but not a question like the present, where the statute had given no relief or jurisdiction.—COUNSELL, *Samuels; Whitfield*. SOLICITORS, *The Treasury Solicitor; Alcock & Abberley*.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

## High Court—Chancery Division.

*Re McGAW. McINAYRE v. McGAW.* Russell, J. 5th November.

TRUSTEE—INDEMNITY—DAMAGE TO PROPERTY BY BOMBS—REPAIRS—INSURANCE—LAPSE OF POLICY—PAYMENT OF PREMIUM—BREACH OF TRUST.

Certain trust premises were damaged by bombs dropped by hostile aircraft. The premises were insured, but there was a dispute as to whether the policy had lapsed by non-payment of premiums. The trustee claimed to be indemnified for the repairs rendered necessary by the damage.

Held, that the trustee had not committed a breach of trust so as to lose his right to an indemnity.

This was a summons taken out by the acting trustee of the will of the testator against the beneficiaries asking (1) whether the plaintiff and the defendant, the other trustee, were entitled to be indemnified out of the residuary estate or out of certain leaseholds at Totteridge, which had been specifically bequeathed, for repairs rendered necessary by damage to such premises by bombs dropped by hostile aircraft, and (2) whether the plaintiffs should take any steps to enforce a claim under the insurance policy against such damage. It appeared that in March, 1918, bombs fell in Birley-road, Totteridge, and the houses were seriously damaged. The plaintiff had to put the premises in repair, which cost a considerable sum. The premises had been insured in the Law Union and Rock Co., and the plaintiff alleged that he paid the renewal premium before 1st December, 1917, when the premium became due, but he did not at the time get a written receipt for it, and he forgot to inquire about it afterwards. The company, however, said that they were unable to trace the receipt of the money, and they refused to pay, on the ground that the policy had lapsed. The insurances in such cases were taken by arrangement with the Government, as their agents, and had to be effected with the company from which the fire insurance for the same premises had been taken out. By clause 11 of the testator's will the trustees were not to be liable except for dishonesty or wilful breach of trust, and it was contended by the plaintiff that as neither of these things had happened he was entitled to an indemnity. It was contended on behalf of the specific legatee that until the question of the payment or otherwise of the premium was settled it was premature to decide the points raised by this summons.

RUSSELL, J., after referring to the facts and reading the plaintiff's affidavit, said that the affidavit of the plaintiff was the only evidence of the facts before him on which he could act, and he was satisfied from that evidence that the payment of the premium was made by the plaintiff as he alleged. A receipt was only evidence. After the damage was done, orders were given by the plaintiff to a builder for the restoration of the property. The insurance company said that they were unable to trace the payment of the premium of which they had no record, and therefore the policy must be treated as having lapsed. The moment that the premises were damaged the liability of the executors arose to put the premises in such a state of repair as would satisfy the requirements of the lease. They did so, and if that were all, there would be no doubt that the trustees would be entitled to be indemnified. But it was said that they had lost that right by having committed a breach of trust. In his lordship's opinion there had been no breach of trust. More forgetfulness was not a breach of trust, and even if it were, the trustees would be protected by clause 11 of the will. As to the fund out of which the indemnity should be paid, that question would be unnecessary if the claim to the insurance money were established. His

lordship therefore directed that proper steps should be taken against the Crown for this purpose, at the risk of costs, on that part of the estate which might ultimately have to bear the loss.—COUNSELL, *Maugham, K.C., and C. A. Bennett; Timins; E. F. Spence*. SOLICITORS, *C. W. & S. E. Brown; Attenboroughs; J. McCanna*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

## High Court—King's Bench Division.

*GREEN-PRICE v. WEBB.* Lush, J. 17th October.

EMERGENCY LEGISLATION—LANDLORD AND TENANT—TENANT'S NOTICE TO QUIT—CONTRACT INDUCED THEREBY WITH NEW TENANT—LANDLORD'S BREACH OF CONTRACT—RECOVERY OF POSSESSION—INCREASE OF RENT, &c. (WAR RESTRICTIONS), ACT, 1915 (5 & 6 GEO. 5, C. 97), s. 1, SUB-SECTION (3).

A tenant, whose lease for seven years would come to an end in June, 1919, wrote to the landlord in March, 1919, saying that he should go out of possession on the termination of the lease, as he had bought a house elsewhere. He also gave the name of a person whom he recommended as a tenant. The landlord thereupon agreed with this person for a tenancy of seven years, to begin from 24th June, 1919. At that date the tenant refused to go out, as he had not been able to obtain possession of the house he had bought, in consequence of the occupant claiming the protection of the Increase of Rent, etc. (War Restrictions), Act, 1915. The landlord was thus unable to fulfil his contract with the new tenant. In an action by the landlord for recovery of possession,

Held, that as the landlord had been induced by the tenant's letter to enter into the contract with the new tenant, and was thus, by his refusal to give up possession, liable to an action by the new tenant for breach of contract, this was a "satisfactory ground" under section 1, sub-section (3), of the Act, upon which the Court would make an order for recovery of possession.

*Stovin v. Fairbrass* (1919, 3 SOLICITORS' JOURNAL, 682) distinguished.

Action tried by LUSH, J. The plaintiff sought to obtain possession of a dwelling-house and premises at Beckenham, Kent. The defendant was tenant to the plaintiff of the premises for seven years from 24th June, 1912, and the term expired on 24th June, 1919. In March the defendant wrote a letter to the plaintiff saying that he should go out of possession on 24th June, and that he had bought a house near Bognor. He also gave the name of a Mrs. Hoole as a likely tenant. The plaintiff, on this letter, agreed for a tenancy for seven years with Mrs. Hoole, to begin from 24th June, 1919. The defendant found he could not obtain possession of the house he had bought near Bognor, on account of the Increase of Rent, &c. (War Restrictions), Act, 1915, and when the plaintiff desired that Mrs. Hoole should enter on the premises according to his agreement with her, the defendant refused to give up occupation, and claimed the protection of the above Act and continued in possession. The action was to recover possession of the premises, and the plaintiff contended that in consequence of the defendant's letter to him he had been induced to make the contract with Mrs. Hoole, that he was now liable to her in an action for breach of contract owing to defendant holding over the premises, and that this was a "satisfactory ground" within the meaning of section 1, sub-section (3), of the Act of 1915. For the defendant, *Artizans, Labourers, and General Dwellings Co. v. Whitaker* (1919, 2 K. B. 301) was cited to show that the fact of the defendant having brought about the situation between the parties did not affect the defence under the Act.

LUSH, J.—The questions raised were whether he had power to make the order asked for by the plaintiff, and if he had the power whether there were "satisfactory grounds" for his exercising it in the circumstances of the case. It was contended for the defendant that he (his lordship) was bound by *Stovin v. Fairbrass* (63 SOLICITORS' JOURNAL 682), where it was held by the Court of Appeal that the power of the Court to give possession of premises to a landlord could only be exercised if the premises were (a) reasonably required for the personal occupation of the landlord or some person in his employ; or (b) in the employ of some tenant of his, and that it was not a satisfactory ground for an order that they were required for a purchaser. But the facts in *Stovin v. Fairbrass* (*supra*) were quite different from the facts in the present case. The only grounds for claiming possession in the earlier case was that there was a purchaser for whom possession was required. The Lords Justices said that the Legislature had enumerated the only persons for whom possession could be claimed, and it would be inconsistent with that limitation to make the order asked for by the plaintiff. Was the plaintiff really seeking in the present case to add to the list of persons for whose benefit possession was claimed by the landlord? Was the real ground on which possession was asked that the plaintiff wished to put Mrs. Hoole into possession and displace Webb? If so, he should be bound by *Stovin v. Fairbrass* (*supra*), but he was satisfied that the real ground on which the plaintiff was seeking possession was that he wanted to be protected against the consequences of the breach of contract which he had made with Mrs. Hoole induced thereto by the defendant's own conduct. He could see nothing in *Stovin v. Fairbrass* (*supra*) which



precluded him from exercising his own judgment whether this was or was not a reasonable and satisfactory ground for giving possession. In his opinion there was a reasonable and satisfactory ground, and there would be judgment for the plaintiff.—COUNSEL, *Croon, Johnson*, for the plaintiff; *Edgar Dale*, for the defendant. SOLICITORS, *Rodrigues & Hood*; *London & Carpenter*.

[Reported by G. H. KNOTT, Barrister-at-Law.]

## Books of the Week.

**Housing and Town Planning: The Law Relating to Housing and Town Planning in England and Wales.** By W. ADDINGTON WILLIS, LL.B. (Lond.), Barrister-at-Law. Second Edition Butterworth & Co.

**The Ministry of Transport Act, 1919.** With an Introduction and Notes. By W. A. ROBERTSON, B.A., Barrister-at-Law. Stevens & Sons (Limited). 6s. net.

## New Orders, &c.

### Board of Trade Order.

#### THE HOUSEHOLD FUEL AND LIGHTING ORDER, 1919.

In exercise of the powers conferred upon me by clause 4 of the above order, I hereby direct as follows:—

- (1) The provisions of the order in so far as they relate to gas and electricity—with the exception of clauses 1 (d), 53, 54, and 59—are suspended until further notice.
  - (2) The provisions of Part II., and of clauses 38, 39, 40, 45, 46, and 52 of Part V. of the order in so far as they relate to anthracite, coke, and briquettes, are suspended until further notice.
- This direction shall not affect any acts or things which have been commenced or done, or any liability, penalty, or punishment incurred under the provisions hereby suspended.

19th November.

[*Gazette*, 21st November.

### Ministry of Munitions.

#### THE FLAX (IRISH CROP) AMENDMENT ORDER, 1919.

Whereas by the Flax (Irish Crop) Order, 1919, the Minister of Munitions regulated upon certain terms the sale of all flax of 1919 crop grown in Ireland:

And whereas it is expedient that the said order should be amended: Now therefore the Minister of Munitions, in pursuance of the powers conferred upon him by the Defence of the Realm Regulations and all other powers thereunto enabling him, hereby orders as follows:—

1. The Flax (Irish Crop) Order, 1919, shall be amended by substituting for clause 2 of the said order the following clause:—  
“(2) The flax of which possession is hereby taken under clause 1 hereof will be divided under the direction of the Board of Trade into six grades according to its quality, handling and cleaning, and no person shall sell any flax of the description aforesaid at prices other than those hereinafter set out:—  
First grade, 40s. per stone delivered at the appointed centre.  
Second grade, 38s. per stone delivered at the appointed centre.  
Third grade, 36s. per stone delivered at the appointed centre.  
Fourth grade, 34s. per stone delivered at the appointed centre.  
Fifth grade, 32s. per stone delivered at the appointed centre.  
Sixth grade, 30s. per stone delivered at the appointed centre.  
Flax which is inferior in quality to that of the sixth grade hereinbefore mentioned shall be paid for according to its relative value.”
2. This order may be cited as the Flax (Irish Crop) Amendment Order, 1919.

21st November.

[*Gazette*, 21st November.

#### THE SCUTCH MILLS (IRELAND) ORDER, 1919.

The Minister of Munitions, in exercise of the powers conferred upon him by the Defence of the Realm Regulations and all other powers thereunto enabling him, hereby gives notice and orders as follows:—

- (1) As from the 30th November, 1919, the Scutch Mills (Ireland) Order, 1918, shall operate and take effect as if the words “the Department of Agriculture and Technical Instruction for Ireland” were substituted for the words “the Controller of the Supplies Department of Aircraft Production” contained in clause 1 of the said order.
- (2) This order may be cited as The Scutch Mills (Ireland) Order, 1919.

21st November.

[*Gazette*, 21st November.

#### ELECTRICAL UNDERTAKINGS ORDER, 1919.

Whereas the Minister of Munitions, under the powers conferred upon him by section 9 (1 d) of the Munitions of War (Amendment) Act, 1916, did on various dates certify that the supply of light, heat, water or power or the supply of tramways facilities by the several

establishments specified in Parts I., II. and III. respectively of the schedule hereto was of importance for the purpose of carrying on munitions work:

And whereas the Minister is of opinion that such supply is no longer of importance for the said purpose:

Now, therefore, the said Minister doth hereby, in pursuance of his powers under the said Act, revoke the said certificates.

21st November.

[*Gazette*, 21st November.

[Here follows a long schedule, in three parts, containing lists of electricity, water, and tramway undertakings.]

## Ministry of Transport.

### IN THE MATTER OF THE RULES PUBLICATION ACT, 1893, AND THE MINISTRY OF TRANSPORT ACT, 1919.

Notice is hereby given, that the Minister of Transport intends, in pursuance of the powers conferred upon him by section 29 of the Ministry of Transport Act, 1919, to make statutory rules prescribing the procedure preliminary to the making of orders and Orders in Council under the said Act of 1919, authorizing the compulsory acquisition or use of land or easements or the breaking-up of roads or reconstruction of works.

Copies of the draft rules can be purchased, either directly or through any bookseller, from H.M. Stationery Office, at the following addresses:—Imperial House, Kingsway, London, W.C. 2; 23, North-street, Edinburgh; or 1, St. Andrew's-crescent, Cardiff; or from Messrs. E. Ponsonby, Ltd., 116, Grafton-street, Dublin.

20th November.

[*Gazette*, 21st November.

## Land Registry.

### LAND TRANSFER ACTS, 1875 AND 1897.

#### REGULATION.

I, the Right Honourable Frederick Edwin Baron Birkenhead, Lord High Chancellor of Great Britain, by virtue and in pursuance of the Land Transfer Acts, 1875 and 1897, and of all other powers enabling in that behalf, do make the following regulation for the Office of Land Registry:—

1. The principal officers of the Registry shall be officially styled Chief Land Registrar, Land Registrars, and Assistant Land Registrars.
2. Such provisions of the Acts and rules as relate to the Registrar shall apply to the Chief Land Registrar, and such as relate to Assistant Registrars shall apply to Land Registrars.
3. This regulation shall not apply to district registries.

10th November.

[*Gazette*, 21st November.

## Ministry of Food Orders.

### THE POTATOES (EXPORT FROM IRELAND) ORDER, 1919.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations, and of all other powers enabling him in that behalf, the Food Controller hereby orders that except under the authority of the Food Controller, the following regulations shall be observed by all persons concerned:—

1. After the 2nd November, 1919, a person shall not send, ship or consign any potatoes from Ireland to any destination outside Ireland, except under and in accordance with the terms of a licence granted to him by or under the authority of the Department of Agriculture and Technical Instruction for Ireland, and a person shall not buy or agree to buy any potatoes to be consigned from Ireland to any destination outside Ireland, except from a person so licensed and unless such consignment is accompanied by a certificate issued by or on behalf of the Department that the potatoes have been inspected and passed as sound, marketable potatoes.
2. Infringements of this Order are summary offences against the Defence of the Realm Regulations.
3. The Potatoes (Export from Ireland) Order, 1918, and the Potatoes (Export from Ireland) Order (No. 2), 1918 [S.R. and O., Nos. 93 and 1218, of 1918], are hereby revoked, but without prejudice to any proceedings in respect of any contravention thereof.
4. This Order may be cited as The Potatoes (Export from Ireland) Order, 1919.

31st October.

### THE SUGAR (RESTRICTION OF DELIVERY) ORDER, 1919.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf the Food Controller hereby orders as follows:—

1. Except under the authority of the Food Controller a person shall not either on his own behalf or on behalf of any other person take delivery in the United Kingdom of any sugar which may arrive in the United Kingdom after the 27th December, 1919.
2. Infringements of this Order are summary offences against the Defence of the Realm Regulations.
3. This Order may be cited as The Sugar (Restriction of Delivery) Order, 1919.

30th October.

## ORDER AMENDING THE JAM (PRICES) ORDER, 1919.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby orders that the Jam (Prices) Order, 1919 (hereinafter called the Principal Order), shall be amended as follows:—

1. The following sub-clause shall be added at the end of Clause 1 of the Principal Order—

(c) In estimating the maximum price, a broken halfpenny shall be reckoned as a halfpenny."

2. The words "Part I." shall be inserted immediately below the words "Sale by Wholesale" in the First Schedule to the Principal Order, "Sale by Retail" in the Second Schedule to the Principal Order, and "Sale by Retail without a container subject to the Conditions mentioned below" in the Third Schedule to the Principal Order.

3.—(a) The First Schedule to this Order shall be inserted between the table and the note in the First Schedule to the Principal Order.

(b) The Second Schedule to this Order shall be inserted between the table and the note in the Second Schedule to the Principal Order.

(c) The Third Schedule to this Order shall be inserted between the table and the note in the Third Schedule to the Principal Order.

4. In each of the Schedules to the Principal Order there shall be inserted after the words "Jam of any other Description" in the first column of the table, the words "except jam of the varieties mentioned in Part II."

5.—(a) There shall be added at the end of the note to the First Schedule of the Principal Order the following paragraph:—

"(5) Notwithstanding the provisions of Clause 7 (a) (ii), jam or jelly of any of the varieties mentioned in Part II. of this Schedule may be sold in a container which does not bear the guaranteed net weight of the contents; provided that the seller shall give to the buyer a statement in writing showing the net weight of the jam."

"(6) In the case of any jam or jelly of the varieties mentioned in Part II. of this Schedule, the country of origin shall be clearly included in the address of the manufacturer stated on the container in accordance with the provisions of Clause 7 (a) (ii)."

(b) There shall be added at the end of the note to the Second Schedule to the Principal Order the following paragraphs:—

"(5) Notwithstanding the provisions of Clause 7 (a) (ii), jam or jelly of any of the varieties mentioned in Part II. of this Schedule may be sold in a container which does not bear the guaranteed net weight of the contents; provided that the seller shall keep posted in a conspicuous position so as to be easily readable by all customers throughout the time during which the jam is being sold or exposed for sale, a notice showing in plain words or figures the net weight of the jam in accordance with the statement given to him by the wholesaler."

"(6) In the case of any jam or jelly of the varieties mentioned in Part II. of this Schedule the country of origin shall be clearly included in the address of the manufacturer stated on the container in accordance with the provisions of Clause 7 (a) (ii)."

6. Copies of the Principal Order hereafter to be printed under the authority of His Majesty's Stationery Office shall be printed with the amendments provided for by this Order, and the Principal Order shall on and after the 27th October, 1919, be read and take effect as hereby amended.

21st October.

[Here follow 3 Schedules of Prices.]

## THE CANNED CONDENSED MILK (RETAIL PRICES) ORDER, 1919.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby orders that except under the authority of the Food Controller the following Regulations shall be observed by all persons concerned:—

1. A person shall not sell or offer or expose for sale or buy or agree to buy by retail any canned condensed milk at a price exceeding the maximum price for the time being applicable under this Order.

2. Until further notice the maximum prices applicable on a sale by retail of canned condensed milk shall be the prices set out in the Schedule hereto.

3. (a) Where on the occasion of a retail sale, canned condensed milk is delivered at the request of the buyer otherwise than at the seller's premises, an additional charge may be made in respect of such delivery, not exceeding ½d. per container, or any larger sum actually and properly paid by the seller for carriage. No charge may be made for packing or packages or for giving credit.

(b) In estimating the maximum price any broken ½d. shall be reckoned as ½d.

4. A person shall not in connection with the sale or disposition or proposed sale or disposition by retail of any canned condensed milk enter or offer to enter into any fictitious or artificial transaction or make or demand any unreasonable charge.

5. The Canned Condensed Milk (Retail Prices) Order, 1918, and the Canned Condensed Milk (Maximum Prices) (Ireland) Order, 1918, are hereby revoked, but without prejudice to any proceedings in respect of any contravention thereof.

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6. Infringements of this Order are summary offences against the Defence of the Realm Regulations.

7. (a) This Order may be cited as the Canned Condensed Milk (Retail Prices) Order, 1919.

(b) This Order shall come into force on the 1st November, 1919.

25th October.

## The Schedule.

Kind.	Maximum price at the rate of
Full Cream (Sweetened) in containers holding 7 ozs. nett.	8d. per 7 ozs. nett.
Full Cream (Sweetened) in containers holding any quantity other than 7 ozs. nett.	1s. 3d. per 14 ozs. nett.
Full Cream (Unsweetened) in containers holding 6 ozs. nett.	6d. per 6 ozs. nett.
Full Cream (Unsweetened) in containers holding any quantity other than 6 ozs. nett.	11d. per 12 ozs. nett.
Full Cream (Evaporated) ... ..	1s. per 16 ozs. nett.
Machine Skimmed ... ..	1s. per 14 ozs. nett, or until the 31st December, 1919, 1s. per 16 ozs. gross.

## THE IMPORTED GRAIN (IMPORTERS' PRICES) ORDER, 1919.

## Notice.

In exercise of the powers reserved to him by clause 2 of the Imported Grain, Flour and Meal (Importers' Prices) Order, 1919, and of all other powers enabling him in that behalf, the Food Controller hereby orders that on and after the 3rd November, 1919, the above order shall apply to European maize, and the maximum price applicable on any sale by or on behalf of the importer shall be a price at the rate of 65s. per quarter of 480 lbs.

24th October.

## THE RATIONING ORDER, 1918.

## Directions for Catering Establishments and Institutions.

In exercise of the powers reserved to him by the above order and of all other powers enabling him in that behalf, the Food Controller hereby order and directs that the following directions shall be observed by all persons concerned:—

1. (a) Until further notice the amount of sugar to be sold or supplied by a caterer under clause 19 of the above order shall be 4 ozs.

(b) Sugar may be used by or consumed in any catering establishment or institution free from the restrictions imposed by clauses 18 and 28 of the above order.

2. Butcher's meat, butter and sugar may be obtained only in accordance with the provisions of clauses 14 and 24 of the above order, provided that:—

(a) Butter other than Government butter (except where obtained from a retailer) may be obtained free from the provisions of clauses 14 and 24 of the above order.

(b) Where a retailer has more than enough butcher's meat or butter in stock to satisfy the requirements of the establishments and institutions registered with him up to the amount which they are authorized by the permits or other official forms to obtain from him under the provisions of the above order, and of his registered and emergency customers up to the amount of the ration, he may divide his surplus supply as fairly as possible between such customers, establishments and institutions.



3. Butter and sugar may be used in a catering establishment or an institution free from the provisions of clauses 20 and 27 of the above order.

4. Clauses 21 and 29 of the above Order, so far as they relate to the keeping of a register and records, shall apply with respect to sugar and Government butter to every catering establishment and institution, except a catering establishment which is exempted from the obligation to keep a register under the provisions of clause 22 of the above order or any modifications thereof for the time being in force.

5. Clause 22 of the above order, as amended, shall have effect with the following modifications:—

(a) The figures "1s. 6d." shall be read for the figures "1s. 4d."

(b) The exemption given by that clause shall not extend to any catering establishment which does not serve meals to the general public.

6. Where a person resides in a catering establishment more than four successive weeks the caterer shall collect the ration card of such person and shall forthwith deliver the same to the Food Control Committee for the district within which the establishment is situate, and it shall be the duty of every person so residing to deliver his ration card to the caterer for the purpose aforesaid.

7. In these Directions:—

"Retailer" means with respect to any article of food a retailer thereof.

"Butcher's meat" means uncooked beef, mutton and lamb. All other meat may be obtained and supplied free from the restrictions imposed by or under the above order.

"Government butter" means butter distributed under the provisions of the Butter (Distribution) Order, 1917.

8. The following Statutory Rules and Orders are hereby revoked, but without prejudice to any proceedings in respect of any contravention thereof:—

(a) The Directions dated 2nd October, 1918.

(b) The Directions for Catering Establishments and Institutions dated 18th October, 1918, as amended by Order dated 6th December, 1918.

(c) The Directions prescribing the Scale in Catering Establishments dated 17th January, 1919.

(d) The Notice relating to the Use of Sugar in Catering Establishments and Institutions dated 24th March, 1919.

(e) The General Licence dated 9th September, 1919.

9. Failure to comply with any of these Directions is a summary offence against the Defence of the Realm Regulations. 29th October.

#### THE SYRUP, LIQUID GLUCOSE AND MOLASSES ORDER, 1918.

##### Notice of Revocation.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby revokes as from 1st November, 1919, the Syrup, Liquid Glucose and Molasses Order, 1918, but without prejudice to any proceedings in respect of any contravention thereof.

1st November.

#### THE BRITISH CHEESE ORDER, 1917.

##### General Licence.

On and after the 10th November, 1919, until further notice, ripened Stilton and Wensleydale Blue cheese may be bought and sold free from the restrictions imposed by the above order. 7th November.

#### Parliamentary Notices.

##### CORPORATION OF LONDON (RATING OF RECLAIMED LANDS).

(Repeal of exemption from rates, taxes and assessments of reclaimed lands under section 51 of the Act, 7 Geo. 3, cap. 37; amendment and repeal of Acts.)

Notice is hereby given, that application is intended to be made to Parliament in the ensuing session for an Act for the following purposes, or some of them (that is to say):—

1. To abolish or repeal in whole or in part the exemption from all taxes and assessments from which the inclosed and embanked ground and soil referred to in section 51 of the Act 7 Geo. 3, cap. 37, and the owner or owners, proprietor or proprietors thereof, or of any interest therein, are now free and exempt, and to provide that the said ground and soil or any lands and hereditaments now or hereafter forming or being in or upon the same, and the owner or owners, proprietor or proprietors and occupier or occupiers thereof, or of any interest therein, for the time being shall become and be liable to all or any of the taxes, rates, dues, duties, charges, assessments, impositions and outgoings both present and future which now are or may become due or which may hereafter be levied, rated, assessed, charged or imposed upon, or in respect of the said ground, soil, lands or hereditaments, or any part thereof, or upon the owner or

occupier of the same in respect thereof in the same manner and to the same extent as other lands and hereditaments situate in the same parish, city and county, and the owner or occupier of the same in respect thereof, or in such other manner and to such other extent and subject to such other conditions as may be prescribed or defined by the intended Act.

2. To provide that the said ground and soil and any lands and hereditaments now or hereafter forming or being in or upon the same, and the names of any owner or owners and occupier or occupiers thereof, or of any part thereof, may and shall be included in the valuation lists, provisional valuation lists, rate books, or any other lists or documents relating to or in any wise affecting the rating or assessment of the ground, soil, lands and hereditaments aforesaid.

3. To alter, amend, extend, enlarge and repeal, so far as may be necessary or expedient, all or some of the provisions of the Act 7 Geo. 3, cap. 37, and of any other Act relating to the rating of the said lands and hereditaments, or any other lands or hereditaments in the same parish, city and county, and to vary or extinguish all existing rights and privileges which may or might in any manner impede or interfere with the objects or purposes of the intended Act, and to confer, vary or extinguish other rights and privileges.

Printed copies of the Bill for the intended Act will be deposited in the Private Bill Office of the House of Commons on or before the 17th day of December next.

THE REMEMBRANCE, Guildhall, E.C.

SHERWOOD AND CO., 22, Abingdon-street, Westminster, Parliamentary Agents.

18th November.

[Gazette, 21st November.

#### Matrimonial Causes (Dominions Troops) Act, 1919.

The Matrimonial Causes (Dominions Troops) Act, 1919, which received His Majesty's assent on 22nd July, provided that, where a marriage had been contracted in the United Kingdom during the war by a member of His Majesty's Forces domiciled in any of the Oversea Dominions to which the Act applied, the competent Court in that part of the United Kingdom where the marriage took place should, any question of domicile or residence notwithstanding, have full jurisdiction and power to deal with certain classes of matrimonial proceedings, including divorce, which were specified in detail in the schedule to the Act.

It was further provided that the Act should apply to any of the self-governing Dominions (i.e., the Dominion of Canada, the Commonwealth of Australia, the Dominion of New Zealand, the Union of South Africa and Newfoundland) as from such date as might be pre-

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scribed by the Legislature of that Dominion in any declaration or enactment which might be passed applying the Act to such Dominion.

A telegram has now been received by the Secretary of State for the Colonies from the Governor-General of New Zealand in the following terms:—

"Matrimonial Causes Dominion Troops Bill has been passed in the New Zealand Legislature and received my assent on 5th November, 1919.

It is understood from this telegram that the necessary action has been taken in New Zealand to apply the Matrimonial Causes (Dominion Troops) Act, 1919, to New Zealand as from 5th November, 1919.

The Secretary of State for the Colonies has been informed by the Governor-General of the Union of South Africa that the Union Government do not consider it necessary to introduce legislation applying the Act to the Union of South Africa. No intimation has yet been received of the decision of the Governments of the Dominion of Canada, the Commonwealth of Australia and Newfoundland.

Colonial Office. 15th November, 1919.

## The Vaccination Order, 1919.

To the Board of Guardians of every Poor Law Union in England and Wales:—

To the Public Vaccinators of the several Vaccination Districts in England and Wales:—

And to all others whom it may concern.

Whereas by Section 6 of the Vaccination Act, 1903, the Minister of Health, as successor to the Local Government Board, is empowered to make rules and regulations with respect to the remuneration of public vaccinators:

Now, therefore, the Minister of Health, in pursuance of the power conferred upon him by that Act, and of all other powers enabling him in that behalf, by this Order makes the following Regulations:—

ARTICLE I.—This Order may be cited as "The Vaccination Order, 1919," and shall come into force on the First day of December, 1919.

ARTICLE II.—Notwithstanding anything in the Vaccination Order, 1903, as amended by any subsequent Order, the payment to be made to a Public Vaccinator in pursuance of a contract for public vaccination (other than a contract with a Medical Officer of a Workhouse for the vaccination of the persons resident therein), in respect of each case of successful vaccination performed by him at the home of the person vaccinated, shall be a sum of not less than five shillings, and the said Order shall be read and construed accordingly.

ARTICLE III.—Any Contract made with a Public Vaccinator for public vaccination (other than a contract with the Medical Officer of a Workhouse for the vaccination of the persons resident therein) which is in force at the commencement of this Order, and which provides for payment in respect of each case of successful vaccination as aforesaid of a sum of less than five shillings, shall be varied by the substitution of five shillings for such lesser sum.

Given under the Official Seal of the Minister of Health, this twenty-fourth day of October, in the year one thousand nine hundred and nineteen.

## Societies.

### Solicitors' War Memorial Fund.

(Registered under the War Charities Act, 1915.)

The following donations, which, with those already acknowledged, bring the amount of the Fund up to a sum of £41,531 2s. 6d., have been received or promised:—

Amounts received from country solicitors are so marked; the remainder are from London solicitors.

	£	s.	d.
"In Memoriam," W.R.A.W., 23rd March, 1918	80	0	0
Fowler, Legg, & Young	52	10	0
Theodore Bell & Co.	31	10	0
Coventry and District Law Society, Ltd., Coventry	26	5	0
Crawley, Arnold & Co.	26	5	0
Denton Hall & Burgin	25	0	0
Shaen, Roscoe, Maasey, & Co.	21	0	0
J. Clement Brown	18	18	0
Clay, Atkins & Cooke, Nuneaton	15	15	0
Wm. C. Rowcliffe, Crowcombe, Devon	11	0	0
Andrew, Wood, Purves, & Sutton (additional)	10	10	0
Mowll & Mowll, Dover and Canterbury	10	10	0
Walter R. Kersey	10	10	0
Cornwall Law Society, St. Austell	10	10	0
Dallow & Dallow, Wolverhampton	10	10	0
F. R. W. Hayward, Wolverhampton	10	10	0
Sharratt & Saxon, Manchester	10	10	0
Howlett & Clarke, Brighton	10	10	0

	£	s.	d.
Phipp & Troup, Northampton	10	10	0
Vandercom & Co.	10	10	0
Sharpley & Sons, Louth	10	10	0
Brown, Son, & Vardy	10	10	0
K. & W. Daniel, Ramsgate	5	5	0
C. Perry, Wolverhampton	5	5	0
F. L. Steward, Wolverhampton	5	5	0
F. A. Stirk & Co., Wolverhampton	5	5	0
Andrews, Son, & Huxtable, Dorchester	5	5	0
Symonds & Sons, Dorchester	5	5	0
Nantes & Maunsell, Bridport	5	5	0
W. Graham Hooper, Brighton	5	5	0
Cooke & Sons, Luton	5	5	0
W. Dommett	5	5	0
G. W. Haines, Folkestone	5	5	0
Sidebotham & Sidebotham, Stockport	5	5	0
Thomas Hilderley, Stockport	5	5	0
Henry Green, Stockport	5	5	0
F. Newton & Son, Stockport	5	0	0
Lake, New & Hadfield, Stockport	5	5	0
Bell, Hough, & Hammett, Stockport	5	5	0
William Johnston & Co., Stockport	5	5	0
Copcock & Helm, Stockport	5	5	0
A. E. Ferns & Co., Stockport	5	5	0
Dawes & Son, Rye	5	5	0
C. Byron, Wolverhampton	5	0	0
Chas. A. Case, Beckenham	5	0	0
R. Evans Prull, Rochester	5	0	0
H. E. Wright, York	3	3	0
Lock, Reed, & Lock, Dorchester	3	3	0
H. B. Kennett, Shanghai	3	3	0
L. D. P. Swift, Eastbourne	3	3	0
H. H. Kendrick, Wolverhampton	2	2	0
E. L. Feibusch, Wolverhampton	2	2	0
H. L. Kitson, Beaminstor, Dorset	2	2	0
P. B. Ingoldby, Southampton	2	2	0
E. V. Langham, Eastbourne	2	2	0
F. E. Shum, Bath	2	2	0
Edward L. Barritt, Manchester	2	2	0
Williams & Gladstone, Cardiff	2	2	0
T. W. Hall	2	2	0
Barnard & Taylor	2	2	0
H. d'O. W. Astley, Hungerford	2	2	0
J. W. Loader Cooper, Chichester	2	2	0
A. C. Skidmore, Wolverhampton	1	1	0
N. F. Steward, Wolverhampton	1	1	0
G. M. Martin, Wolverhampton	1	1	0
K. D. Adams, Wolverhampton	1	1	0
A. R. Beavon, Wolverhampton	1	1	0
A. W. Brevitt, Wolverhampton	1	1	0
Boyes & Son, Barnet	1	1	0
E. M. Smith	1	1	0
A. F. W. Stephens, Oatham	1	1	0
Percy W. Pocock	1	1	0
"W," an Articled Clerk	1	0	0

CORRECTIONS.—In list published on 1st inst: Coope & Kenyon, Bolton should have been £10 10s., not £2 2s.; James Alcock (Birkenhead), £5 5s., should be "Liverpool"; A. G. Peacock, £1 1s., should be A. G. Pocock.

Further donations to the Memorial Fund should be sent to the Clerk to the Trustees, Solicitors' War Memorial Fund, Law Society's Hall, Chancery-lane, London, W.C. 2.

### Gray's Inn.

Friday, 21st November, being the Grand Day of Michaelmas Term at Gray's Inn, the treasurer (the Right Hon. the Lord Chancellor) and the masters of the Bench entertained at dinner the following guests:—Prince Serge Belosselsky-Beozersky, C.V.O., the Marquess of Londonderry, the Earl of Dunraven, K.P., Mr. Winston Churchill, M.P., Sir Auckland Geddes, K.C.B., M.P., Captain F. E. Guest, C.B., D.S.O., M.P., General Sir George Macdonogh, K.C.M.G., C.B., Sir Anthony Hope Hawkins, Lieut.-Colonel John Ward, C.M.G., M.P., Mr. Leslie Scott, K.C., M.P., and Mr. James de Rothschild. The Benchmen present in addition to the treasurer were:—Mr. M. W. Mattinson, K.C., Sir Lewis Coward, K.C., the Right Hon. the President of the Probate, Divorce, and Admiralty Division, Mr. Edward Clayton, K.C., Mr. Vesey Knox, K.C., the Right Hon. Sir William Byrne, K.C.V.O., C.B., Mr. Montagu Sharpe, His Honour Judge Ivor Bowen, K.C., Mr. W. Clarke Hall, Mr. R. E. Dummett, Colonel Sir Hamar Greenwood, Bart., K.C., M.P., and the under-treasurer, Mr. D. W. Douthwaite.

### Law Students' Debating Society.

At a meeting of the society, held at the Law Society's Hall, on Tuesday, 18th day of November, 1919 (chairman, Mr. G. E. Tunnicliffe), the subject for debate was: "That this House deplores the decision of the House of Lords in the case of *Daimler Co., Limited, v. Continental Tyre and Rubber Co. (Great Britain), Limited* (1916,



2 H. C. 307." Mr. G. Tyser opened in the affirmative. Mr. H. E. Girling seconded in the affirmative. Mr. A. R. S. Harby opened in the negative. Mr. H. G. Meyer seconded in the negative. The following members also spoke:—Messrs. C. P. Blackwell, W. M. Plendwell, and J. S. Neave. The opener having replied, the motion was carried by six votes. There were twenty-five members present.—C. W. BOWER, Hon. Sec.

## Domestic Servant's Slander Action.

(Before the Lord Chief Justice and a Special Jury.)

Miss Ruby Thomson, a domestic servant, sued her former employers, Mr. Edwin Winsor and Mrs. Emma Winsor, his wife, in the Lord Chief Justice's Court, for damages for a slander alleged to have been falsely and maliciously spoken by Mrs. Winsor to the plaintiff's sister on 22nd February last. The words complained of were:—

"She is a thief. . . . I can't help what she was before, she is a thief and a liar now; she knew she was guilty, and that is why she cleared out of the neighbourhood."

The defendants pleaded that they had not published the alleged slander.

Mr. McCall, K.C., and Mr. Frank G. Enness appeared for the plaintiff; and Sir Patrick Rose-Innes, K.C., and Mr. Hilbery for the defendants.

Miss Ruby Thomson said that she was twenty-three years old. She was a mother's help with the plaintiffs, and on 20th February Mrs. Winsor told her to "clear out." The next day Mrs. Winsor accused her of stealing a piece of lace which was in the pocket of a coat belonging to her. Mr. Winsor told her that she was a thief and a liar. She left the house, and was very ill, and could not eat or sleep; she consulted a doctor, and she was under his charge for some months. She did not know how the lace got into her pocket, but she had suspicions.

Miss Nellie Thomson, sister of the plaintiff, said that she called at Mrs. Winsor's house on 22nd February to get some things her sister had left behind. Mrs. Winsor said that her sister was a thief and a liar, and that she would get her husband to bring a detective to search her boxes. On the evening before the lace was found the plaintiff had been to a dance at the social club at Carshalton, and had worn evening dress.

Mrs. Winsor denied that she used the words. When the lace was found in the plaintiff's pocket she said, "I didn't think you were a thief, Ruby." When Miss Nellie Thomson came on the 22nd she did not say the words imputed to her. Miss Thomson said:—"You accuse my sister of being a thief. She has never been called that before." She (the witness) then turned to her servant, Alice Mayhew, who was present, and said:—"At any rate, the lace was found in her pocket, wasn't it, Alice?" The piece of lace, when she first saw it, showed out of the top of the pocket of the coat.

Miss Alice Mayhew, domestic servant to the defendants, generally corroborated Mrs. Winsor's evidence. She heard all that was said on the 22nd.

Mr. McCall: Are you a little deaf?

The witness: Sometimes, when I have a cold.

His Lordship: You don't seem to differ much from other people in that respect.

Mr. McCall: Had you a deaf fit on the 22nd?

The witness: I don't think so.

His Lordship summed up. He said that this was as simple a case as could possibly come for trial by a special jury. The one question was whether Mrs. Winsor had used the words complained of. The whole evidence had been too recently given to need recapitulation. The sole publication alleged was to the sister of the plaintiff, and that fact should be considered by them if they found that Mrs. Winsor spoke the words. They should also bear in mind that Mrs. Winsor did not seek out the sister, but the sister sought Mrs. Winsor. If they thought that it was unnecessary to bring the action they could award contemptuous damages.

The jury found a verdict for the plaintiff, with £5 damages, and judgment was entered for the plaintiff for that sum, with costs.—*Times*.

## More Judges.

### The Past Lord Chancellors.

SIR.—You will perhaps accept a few remarks on the subject of the article which appeared in the *Times* of Saturday, the 15th, from one who was for many years concerned with the administration of justice.

With the whole of the first paragraph of that article I agree so strongly, word for word, that I should have liked, if space allowed, to repeat it in this letter. With much of the second paragraph of the article I also agree, though I do not think that there is any serious cause for complaint if the number of judges is not raised beyond the limit laid down in the statute of 1910, which you quote and which, as you rightly point out, is conditional on address to the Crown by Parliament. But I desire to deprecate most strongly the one ungenerous and inaccurate observation into which the writer has allowed himself to lapse—viz., as to the con-

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stitution of a Court of Appeal (in place of three Lords Justices otherwise engaged) "in which three ex-Lord Chancellors might employ their leisure." I am sure it cannot have been intended to include in this suggestion the Grand Old Man who is within sight of his hundredth year. Another of those who have been Lord Chancellors is over seventy-five years old (three years beyond the age recommended by a recent Royal Commission for retirement from the Bench), has done full service both in and out of office, and has (it is understood) returned more than half his pension. There remain three, of whom one has declined to accept his statutory pension; they all of them sit regularly in the House of Lords and in the two divisions of the Judicial Committee of the Privy Council. While they do the full work of Law Lords in these tribunals, two of them receive less than the salary of the Lords in Ordinary, and one of them no salary at all; and, by universal consent, not only in this country, but in the Dominions, they supply to these tribunals an indispensable reputation and authority which is of immeasurable value to the Empire. I trust, Sir, that you will not let it go forth in your influential columns that these great public servants are in any sense enjoying a leisure which might be more usefully employed elsewhere.—I am, Sir, your obedient servant, MUIR MACKENZIE.

## Two Brothers.

It may not often occur that the careers of two brothers should have run on such parallel lines as was the case with the late Mr. Richard Horton Horton-Smith, K.C., who died on 2nd November, and his younger brother, Sir Lumley Smith, K.C., who died a year and a half ago.

Both commenced their education at the same school (University College School).

Both continued their education at University College.

Both went on to the same University (Cambridge).

Both took a "first" in their respective triposes.

Both won a University prize.

Both became Fellows of their respective colleges.

Both, after leaving the University, were called to the Bar.

Both were successful.

Both contributed valuably to the literature of the law.

Both became "silks," and success again was theirs.

Both became benchers, and, thereafter, treasurers of their respective Inns.

Both lived to be octogenarians.

And, last, but not least:—

Both have left behind them names well honoured and well cherished amongst their fellow men.

The following letter appeared in the *Times* of the 19th inst.:—

At the London Sessions, before Mr. Allan Lawrie, Ernest Mortimer Caste, fifty-two, a fitter, and his son, Ernest Caste, twenty-five, a cartage contractor, pleaded "not guilty" to stealing a motor-lorry, valued £1,200, the property of the Ministry of Munitions. The elder prisoner was arrested in Manchester while in charge of the stolen car. Several previous convictions were proved against him. Mr. Lawrie said that since 1913, when he was released from penal servitude, the elder prisoner had an excellent character. In the circumstances he would be sentenced to six months' imprisonment. The younger prisoner was found not guilty and discharged.

## Legal News.

## Appointment.

Mr. MONTAGU SHARPE has been elected Treasurer of the Honourable Society of Gray's Inn for the year 1920.

## Change in Partnerships.

## Amalgamation.

An amalgamation has been arranged between Messrs. Linklater & Co., of 2, Bond-court, Walbrook, E.C., and Messrs. Paines, Blyth & Huxtable, of 14, St. Helens-place, E.C., to take effect on the 1st January, 1920. All the present partners in both firms will join the new partnership, with the exception of Mr. G. Tyser, who is retiring from the profession and joining Messrs. Lazard Bros. & Co. The name of the new firm will be Linklaters & Paines.

## Dissolution.

HENRY JOHN ADKIN and GUY TEMPEST ADKIN, solicitors (Adkin & Son), 3, Sater's Hall-court, Cannon-street, London, E.C. Dec. 31. Such business will be carried on in the future by the said Guy Tempest Adkin alone, under the said style or firm of Adkin & Son.

[Gazette, Nov. 21.]

## General.

At a recent City inquest, on a patient who had died at a hospital while under the administration of an anæsthetic, Dr. Waldo, the Southwark coroner, told the jury that at a recent inquest held by him on a child, whose death was accelerated by chloroform given by a medical student for an operation in a general hospital in Southwark, the same student had also been giving anæsthetics for operations at a special hospital in South London, and a general one in North London, owing, as alleged, to the scarcity of properly qualified medical men. Quoting from the late Sir Frederic Hewitt's work on *Anæsthetics and their Administration* (1907), the coroner read the following:—"Legislation is required restricting the administration of anæsthetics, save in the most exceptional circumstances, to duly registered medical practitioners, and separating the responsibilities of the anæsthetist from those of the operator," and "curiously enough, there are still many thousands of educated men and women who look upon the process of anæsthetising, as practised by the now large body of special anæsthetists, as corresponding in its importance and responsibilities, to poulticing, bandaging or some other purely mechanical procedure, and who have little or no idea that the success of even the simplest surgical operation may be dependent to a large extent upon the anæsthetist." The coroner added he had written an article on "Deaths under Anæsthetics," published in the *Medical Press and Circular*, 18th March, 1908, and in the *Lancet*, October, 1908, in which the first conclusions drawn by him were to the effect "that present available data as to deaths during anæsthesia are so imperfect as to be useless for the purposes of formal investigation. (It follows that the so-called statistics and published figures regarding that class of mortality are worthless and misleading.)"

As the result of consideration of the Minimum Rates of Wages Bill, now before the House of Commons, by the Special Committee of the Executive Council of the Association of British Chambers of Commerce, it has been decided to press for certain amendments during the Committee stage, which is about to be reached. With regard to Clause 1, which gives power to appoint commissioners to decide what the minimum rates of wages should be, how these should be brought into operation, and what exemptions should be made, it is urged that the Commission should include a fair proportion of men with a technical knowledge of the trades and industries concerned and that representatives of each trade should be heard before the rates are fixed. The Association has circulated this and other amendments to Chambers throughout the country, requesting them to secure the support of their respective members of Parliament. Certain amendments to the Hours of Employment (No. 2) Bill are also proposed.

MESSRS. HODGSON & Co. will include the library of the late Lord Swinfen, Master of the Rolls, in their sale by auction of valuable law books at 115, Chancery-lane, W.C., on 5th December.

Mr. CHARLES HENRY MORTON, of the firm of Messrs. Avison, Morton, Paxton & Co., solicitors, Liverpool, has been elected to the office of Chairman of the State Assurance Company (Limited). Mr. Morton is Vice-President of the Law Society (United Kingdom).

**VALUATIONS FOR INSURANCE.**—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM, STORR & SONS (LIMITED)**, 26, King-street, Covent-garden, W.C. 2, the well-known valuers and chattel auctioneers (established over 100 years), have a staff of Expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-à-brac, a speciality.—[ADVT.]

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G. H. WAYNE, Secretary.

## Court Papers.

## Supreme Court of Judicature.

Date.	EMERGENCY ROTA.	ROTA OF REGISTRARS IN ATTENDANCE ON APPEAL COURT		Mr. Justice EVE.	Mr. Justice SARGANT.
		No. 1.	No. 2.		
Monday Dec. 1	Mr. Sygne	Mr. Jolly	Mr. Church	Mr. Farmer	Mr. Jolly
Tuesday 2	Bloxam	Sygne	Farmer	Jolly	Sygne
Wednesday 3	Borror	Bloxam	Jolly	Sygne	Bloxam
Thursday 4	Goldschmidt	Borror	Sygne	Bloxam	Borror
Friday 5	Leach	Goldschmidt	Bloxam	Borror	Goldschmidt
Saturday 6	Church	Leach	Borror	Goldschmidt	Church

  

Date.	Mr. Justice ASTBURY.	Mr. Justice PETERSON.	Mr. Justice P. O. LAWRENCE.	Mr. Justice RUSSELL.
Monday Dec. 1	Mr. Leach	Mr. Borror	Mr. Bloxam	Mr. Goldschmidt
Tuesday 2	Church	Goldschmidt	Borror	Leach
Wednesday 3	Farmer	Leach	Goldschmidt	Church
Thursday 4	Jolly	Church	Leach	Farmer
Friday 5	Sygne	Farmer	Church	Jolly
Saturday 6	Bloxam	Jolly	Farmer	Sygne

## Winding-up Notices.

## JOINT STOCK COMPANIES.

London Gazette.—FRIDAY, NOV. 21.

## LIMITED IN CHANCERY.

COVENTRY CONCRETE CO., LTD.—Creditors are required, on or before Dec. 20, to send in their names and addresses, with particulars of their debts or claims, to Henry Harrison, Avenue House, Edgewick, Coventry, liquidator.  
MRS. HARRIS, LTD.—Creditors are required, on or before Dec. 31, to send their names and addresses, and the particulars of their debts or claims, to Montague Pawson, 38, Coleman-st., liquidator.  
CHURCH LOAN CO., LTD.—Creditors are required, on or before Dec. 1, to send in their names and addresses, with particulars of their debts or claims, to David B. Sandeman, 189, Union-rd., Oswaldtwistle, Lancs., liquidator.  
DEVON AND CORNWALL BUILDING AND INVESTMENT CO., LTD.—Creditors are required, on or before Dec. 10, to send in their names and addresses, with particulars of their debts or claims, to Edgar C. Condy, 41, Whimble-st., Plymouth, liquidator.  
LIDGE SPARKING PLUG CO., LTD.—Creditors are required, on or before Dec. 31, to send their names and addresses, and the particulars of their debts or claims, to Francis Brodie Lodge, St. Peter's-rd., Rugby, liquidator.  
WEST HARTLEPOOL CHEMICAL MANURE CO., LTD.—Creditors are required, on or before Dec. 31, to send their names and addresses, and the particulars of their debts or claims, to Edward Heslop, 200, York-rd., West Hartlepool, liquidator.

## JOINT STOCK COMPANIES.

London Gazette.—TUESDAY, NOV. 25.

WIGAN REFORM CLUB BUILDING CO., LTD.—Creditors are required, on or before Dec. 31, to send their names and addresses, and the particulars of their debts or claims, to William McConnell, 19, King-st., Wigan, liquidator.  
COIMSTERMAN SHIPPING CO., LTD.—Creditors are required, on or before Jan. 5, to send their names and addresses, and particulars of their debts and claims, to William Richard Nicholson, 14, South Castle-st., Liverpool, liquidator.  
J. AND W. HAMER, LTD.—Creditors are required, on or before Dec. 30, to send in their names and addresses, with particulars of their debts or claims, to Harold Stuart Ferguson, 6, Princess-st., Manchester, liquidator.

## Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, NOV. 21.

Morris Carburettor Co., Ltd.  
A. G. Strudwicke, Ltd.  
Silverton Oil Co., Ltd.  
West's Picture Playhouses (1912), Ltd.  
Wigan Reform Club Building Co., Ltd.  
Frederick Barr, Ltd.  
Athens Mill Co., Ltd.  
Avio Motor Transport Co., Ltd.  
West Hartlepool Chemical Manure Co., Ltd.  
Seythorne, Ltd.  
Birmingham Corporation Savings Bank.  
Rossi & Spinelli, Ltd.  
J. and W. Hamer, Ltd.  
Venture Trust, Ltd.  
Hall Lane Spinning Co., Ltd.  
I. Frankenburg & Sons, Ltd.  
Manchester Central Hiring Co., Ltd.  
Landseid Estates Co., Ltd.  
Irwell & Eastern Rubber Co., Ltd.  
"Eupion" Steamship Co., Ltd.  
J. F. Rowley, Ltd.  
African World, Ltd.  
Lodge Sparking Plug Co., Ltd.  
Church Loan Co., Ltd.  
M. Gotthelf & Son, Ltd.  
B.I.C.E. Syndicate, Ltd.  
Manchester Clerical, Medical and Schoolastic Association, Ltd.  
Bedworth Palace and Entertainments, Ltd.  
Is. Poliakoff & Co., Ltd.

London Gazette.—FRIDAY, NOV. 25.

Agos, Ltd.  
W. E. Jackson & Co., Ltd.  
Welyn Tin Plate Co., Ltd.  
Risca Public Hall Co., Ltd.  
Panama Freehold Estate Co., Ltd.  
Abdulla & Co., Ltd.  
Renew Electric Lamp Co., Ltd.  
Corinthian Shipping Co., Ltd.  
Avonmouth Newspaper Co., Ltd.  
Sich & Co., Ltd.  
Rajar, Ltd.  
Gwamman Cinema Co., Ltd.  
Lomax, Ltd.  
Leonic Co., Ltd.  
R. Morton & Sons, Ltd.  
Medway Steam Packet Co., Ltd.  
Gordon Steam Shipping Co., Ltd.  
South Cliff Scarborough Bath Co., Ltd.  
Stratford-on-Avon Co-operative Industrial and Provident Society, Ltd.  
Tilling-Stevens, Ltd.  
Parkers Toy Co., Ltd.  
Sketch Photo Co., Ltd.  
Eastern Counties Herb Growers Co-operative Association, Ltd.



## Creditors' Notices. Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 25.

THOMAS, RICHARD, Henrietta-st., Bath. Dec. 18. Thomas v. Thomas. Astbury, J. Messrs. Spencers & Evans, 6, Woking-st., Cardiff.

## Under 22 & 23 Vict. cap. 35.

London Gazette.—FRIDAY, NOV. 21.

ADAM, JOHN, Southport. Dec. 31. A. J. Mawdsley, Southport.  
AVINS, ELIZA, Mosely, Birmingham. Dec. 31. Johnson & Co., Birmingham.  
BATTY, LUCY, Eccles, Tobacconist. Dec. 26. F. W. Ogden, Lyles & Co., Manchester.  
BARROWCLOUGH, WILLIAM HENRY, Wanstead. Dec. 31. Edward Betteley, 23, Surrey-st.  
BARKER, GEORGE, Liverpool. Jan. 1. Webster, Pennell & Webster, Liverpool.  
BUS, CHARLES JAMES, Sellindge, Kent. Dec. 22. J. M. Ponce, Ashford, Kent.  
CASELL, JOHN FRANK, Dover, Licensed Victualler. Dec. 23. Mowll & Mowll, Dover.  
CARTER, ARTHUR EDWARD, Durban, Natal. Dec. 31. Lawrence, Webster, Messer & Nicholls, 14, Old Jewry-chambers.  
CRISHOLM, JAMES, Alberta, Canada. Dec. 24. Armitage, Chapple & Co., 6, Great St. Helens.  
COATES, CHARLES, Clifton, Bristol. Jan. 1. Wansbroughs, Robinson, Tayler & Taylor, Bristol.  
COTTELL, WILLIAM SIDNEY, Stockwell. Dec. 19. Blyth, Dutton, Hartley & Blyth, 112, Gresham-house.  
CRISP, ALICE, Tooting. Dec. 18. Webster, Butcher & Sons, Bouverie-st.  
DAVIS, EDWARD, 5, London Wall-bldg., Chartered Accountant. Dec. 31. Wansley, Stammers & Co., 52, Coleman-st.  
DODDS, WILLIAM, Whitley Bay, Engineer. Jan. 5. H. & A. Swinburne, Gateshead.  
DOULD, CHARLES EDWARD, Derby, Trimming Manufacturer. Jan. 31. Moody & Woolley, Derby.  
ELLIOTT, FRANCIS LUKE, Sheffield, Certificated Teacher. Dec. 25. Bingley & Dyson, Sheffield.  
ELLIOTT, ROBERT, Middlesbrough, Veterinary Surgeon. Dec. 29. Percy Holt, Purley.  
FISHER, ELIZABETH, Ashton-under-Lyne. Dec. 6. J. B. Pownall & Co., Ashton-under-Lyne.  
GEE, SAM, Fiddingley, Nottingham. Dec. 26. Pashley & Hodgkinson, Rotherham.  
GRISSELL, MARTIN DE LA GARDE, Kensington Park. Dec. 23. Pedley, May & Fletcher, 23, Bush-la, Cannon-st.  
HALL, JOHN EDWARD, Houghton-le-Spring, Durham, Farmer. Dec. 31. Legge & Miller, Houghton-le-Spring.  
HEATH, DAVID, Blackpool. Dec. 31. Hollinshead & Moody, Tunstall, Staffs.  
HORSLEY, JAMES, Malton, Yorks, Florist. Jan. 1. Pearsons & Russell, Malton.  
HORNSHAW, ISABEL, Thorparch, Yorks. Dec. 20. Bromet & Sons, Tadcaster.  
HOLLAND, FANNY ELIZA, Kensington. Dec. 31. Robins, Hay, Waters & Hay, 9, Lincoln's inn-fields.  
HUTCHINSON, BASIL STEWART CAVLEY, Bryanston-st. Dec. 21. Marris & Shepherd, 27, Chancery-la.  
JONES, WILLIAM, Higher Broughton, Salford. Dec. 21. J. H. Lloyd, Manchester.  
LEGGE, ALFRED, Ashford, Kent, Professor of Music. Dec. 5. Hallett, Creery & Co., Ashford, Kent.  
MAY, FANNY ANGELA, Brussels, Belgium. Dec. 18. Tatham & Lonsdale, 16, Old Broad-st.  
MAY, MARIA ADRIANA, Cape Town, Cape of Good Hope, South Africa. Jan. 1. Michael, Abrahams, Sons & Co., 5, Tokenhouse-yd.  
MATTHEWS, JOHN WILLIAM, Sutton Coldfield, Grocer. Dec. 24. Glaisyer, Porter & Mason, Birmingham.  
McLELLAN, SAMUEL WILSON, Liverpool, Physician. Dec. 24. Toulmin, Ward & Co., Liverpool.  
MEYLER, MARIA LETITIA, Haverfordwest. Dec. 22. Price & Son, Haverfordwest.  
MENIER, WILLIAM JONES, Liss, Hants. Dec. 31. Hempsons, 33, Henrietta-st.  
MORRIS, HENRY MARTIN, 8, Drapers-gdns., Stockbroker. Dec. 18. Tatham & Lonsdale, 16, Old Broad-st.  
MORGAN, JANE, Birkenhead. Dec. 20. Harold Pemberton, Liverpool.  
NORTON, BERNARD GEORGE, Waltham Cross, Nurseryman. Dec. 31. Duffield, Bruty & Co., Broad-st-ov.  
PHILLIPS, EDMUND FENNELL, Pottenporth, Cornwall. Dec. 22. Baddeleys & Co., 77, Leadenhall-st.  
RANDALL, WYNHAM, Bridgend, Glam. Physician. Dec. 15. Randall & Co., Bridgend.  
SATER, WILLIAM, Derby, Engineer. Jan. 31. Moody & Woolley, Derby.  
SCROFIELD, HARRY, Manchester, Innkeeper. Dec. 29. Field & Cunningham, Manchester.  
SIMPSON, WILLIAM AUGUSTUS, Kenley, Surrey. Dec. 18. Webster, Butcher & Sons, 13, Bouverie-st.  
SMITH, ETHEL, Brampton, Oxon. Dec. 23. Herbert Vaughan, Woodwich.

SMITH, MARY, Nottingham. Dec. 15. Parr & Butlin, Nottingham.  
TEMPLE, FRANK, Hertford. Dec. 31. Thorp & Saunders, 79, Salisbury-house, London-well.  
THIBELL, WILLIAM, Hornsey. Dec. 20. C. W. Donmett & Son, 46, Gresham-st.  
WAID, DAVID, F.R.I.S., St. Peter, Cambridge. Dec. 22. Southwell & Dennis, Wisbech.  
WATSON, MARY, Southwold. Dec. 20. Merrimans, 3, Mitre-et., Temple.  
WILSON, MARY ANN, Upper Norwood. Dec. 20. Waddilove & Johnson, 23, Knight-rider-st., Doctory Commons.  
WRIGHT, DAVID CHARLES, Bournemouth. Dec. 31. Duffield & Son, Chelmsford.  
YONGE, PERCY, Winchmore Hill, Flour Factor. Dec. 31. Robt. C. Cork, 15, Seething-la.

London Gazette.—TUESDAY, NOV. 25.

ALLEN, JOHN SHILLITO, Sydney, Australia, Merchant. Dec. 17. Light & Fulton, Cannon-st.  
APPLEBY, GEORGE, Barton-under-Needwood, Staffs., Rate Collector. Dec. 24. J. & W. J. Drewry & Newbold, Burton-on-Trent.  
ARBUCHNOT, HENRY THOMAS, Shooters-hill, Kent. Dec. 23. E. W. Sampson, Woolwich.  
BELFITT, JOSEPH, Staveley, Derby, Farmer. Jan. 14. Stenton & Walker, Chesterfield.  
BILLINGTON, JOHN, Clitheroe, Lancs, Farmer. Dec. 31. Baldwin, Weeks & Baldwin, Clitheroe.  
BROHAM, SIDON SOUTHORY, Blackheath. Dec. 29. James & Charles Dodd, Lewisham.  
BROWN, ELEANOR LEE, Sutton Coldfield. Dec. 31. C. Uphill Jagger, Birmingham.  
BRADLEY, ERNESTER JOHN, Colwyn Bay, Insurance Manager. Dec. 31. Pinsent & Co., Birmingham.  
BRYAN, CHARLOTTE, Leicester. Dec. 20. Harding & Barnett, Leicester.  
CHILDERS, ROWLANDA FRANCES WALRANCE, Bexhill. Jan. 7. Frere, Cholmeley & Co., 28, Lincoln's inn-fields.  
CLARKE, WALTER PEARMAN, Avenue-road, Regent's Park. Dec. 24. Maples, Treisdale & Co., Old Jewry.  
COX, JAMES, Catford. Dec. 24. James & Charles Dodd, Lewisham.  
CROKER, WILLIAM, Tedburn St. Mary, Devon, Licensed Victualler. Dec. 23. W. B. Stone, Exeter.  
DODSON, MARY ELIZABETH, Amley. Dec. 31. C. W. Donmett & Son, 46, Gresham-st.  
DUNSON, SAM, Sutton Saint Edmund, Lincoln, Farmer. Dec. 27. Welchman & Dewing, Wisbech.  
ESDAILE, ARTHUR JAMES, Taunton. Jan. 24. Jackson & Sons, Ringwood, Hants.  
EVANS, JANE, Aberystwyth. Dec. 31. Smith, Davies & Co., Aberystwyth.  
FORSTER, ISABELLA ANNE, Ditchling, Sussex. Dec. 31. Blackford, Norton & Smith, Wallbrook.  
FOLGARD, HENRY, East Bergholt, Suffolk, Carpenter. Dec. 29. F. S. Collinge, Colchester.  
GODFREY, HUGH CHARLES, New Broad-st., Solicitor. Dec. 30. Godfray & Godfray, 54, New Broad-st.  
HAGE, JAMES, Whaley Bridge, Derbyshire, Carter. Dec. 24. Swire & Hignson, Manchester.  
HARRIS, THOMAS GEORGE, Haxley, Lines, Coal Merchant. Dec. 11. Hebb & Sills, Lincoln.  
HAYILL, MARIA AMELIA, Babbacombe, Devon. Dec. 20. F. R. D. Clatson, Tiverton.  
HEYMAN, SAMUEL LEOPOLD, Bournemouth. Dec. 31. Guillaume & Sons, Bournemouth.  
HENRY, ANNIE, Southampton. Dec. 21. Paris, Smith & Randall, Southampton.  
HOLLAND, FANNY ELIZA, Queen's-gd., Kensington. Dec. 31. Robins, Hay, Waters & Hay, 9, Lincoln's inn-fields.  
HORSLEY, ELIZABETH MARY, Southampton. Dec. 24. Paris, Smith & Randall, Southampton.  
HOWELL, ANNE, Tisbury, Wilts. Dec. 10. Holding & Jackson, Salisbury.  
HOLLINGS, JOHN HERBERT BUTLER, Frimley, Surrey. Feb. 1. John Bartlett & Son, 26 & 27, Bush-la.  
JACOMB, WILLIAM, Vauxhall Bridge-rd., Hoxier. Dec. 19. F. B. Brook, 6 and 7, South-st., Gray's-ld.  
JENSEN, SUSANNA ELIZABETH, Barnes. Jan. 7. Burgoyne & Co., 13, Granville-pl., Portman-sq.  
KEBB, DANIEL OLIVER, Camberwell New-rd. Dec. 31. Kingsbury & Turner, Brixton-rd.  
KINGTON, JOHN, Bristol, Metal Merchant. Dec. 20. Wansbroughs, Robinson, Tayler & Taylor, Bristol.  
LANGDON, HENRY, Southall, Market Gardener. Dec. 21. Burchell, Wilde & Co., 36, Victoria-st.  
LEWIS, ROBERT, Giver-st., Grosvenor-sq. Dec. 29. Boodle, Hatfield & Co., Berkeley-sq.  
MARWOOD-ELTON, JANE FRANCES, Addlestone, Surrey. Dec. 24. Bell, Brodrick & Gray, 63, Queen Victoria-st.  
MENAIER, WILLIAM JONES, Liss, Hants. Dec. 31. Hempsons, 33, Henrietta-st.  
MIDDLEBROOK, EDWARD, Heywood, Electrical Engineer. Dec. 23. Rawnsley & Percok, Bradford.  
MILLINGS, ALEXANDER VAN, Tunbridge Wells. Jan. 31. R. E. F. Lander, 8, Ser-jord's-ld., Fleet-st.  
MORTON, JAMES, Kensington High-st. Jan. 3. Munns & Longden, 4a, Frederick's-pl.  
MOFFITT, HELEN CLARKE, Southampton. Dec. 24. Paris, Smith & Randall, Southampton.

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MORGAN, ARTHUR, Blackburn, School Master. Dec. 22. Radcliffe & Higginson, Blackburn.  
 ORFORD, ROBERT, Willesden, Dec. 19. Taunton & Co., 16, Ludgate-hill.  
 ORRILL, JOSEPH, Windsor, Ontario, Dec. 22. Frank A. Platt, Walsall.  
 PARKER, ISABELLA ELIZABETH, Deal, Kent, Dec. 31. Bradley & Watson, Deal.  
 PHILLIPS, FRED PAGE, Manchester, Motor Driver. Dec. 22. Douglas Houston, Duchy of Lancaster.  
 PICKER, WILLIAM JOSEPH, Pontefract, Schoolmaster. Dec. 31. Claude Leatham & Co., Pontefract.  
 PITT, JAMES, Cobham Hill, Bristol, Grocer. Dec. 31. Lawrence & Co., Bristol.  
 POOLETT, THE RIGHT HONOURABLE WILLIAM JOHN LYSTON, Earl, Somerset. Dec. 31. Hammond & Richards, 26, Lincoln's inn-fields.  
 RICHARDS, THOMAS PERCIVAL, Gainsford, Jan. 2. Faber, Fawcett & Faber, Stockton-on-Tees.  
 ROWE, EMILY THOMAS, Plymouth, Dec. 15. Bond & Pearce, Plymouth.  
 ROBINSON, JANE, York, Jan. 1. Holthy & Procter, York.  
 SAVILL, ALICE MURIEL, Liphook, Hants. Jan. 20. Langhams, 10, Bartlett's-bldgs.  
 SCOTT, ALFRED, Wolverhampton, Jan. 24. Fowler, Langley & Wright, Wolverhampton.

## Bankruptcy Notices.

London Gazette.—FRIDAY, Nov. 14.

### FIRST MEETINGS.

BORRILL, WILLIAM FRANK, Birmingham, Insurance Broker. Nov. 21 at 11.30. Off. Rec., 191, Corporation-st., Birmingham.  
 CALVERT, JOHN HOBNEY, Great Grimsby, Fisherman. Nov. 23 at 11. Off. Rec., St. Mary's-chmbrs., Great Grimsby.  
 CARROLL, HERBERT DAVID, Half Moon-st., Piccadilly. Nov. 25 at 12. Bankruptcy-bldgs., Carey-st.  
 CHOFFE, LEOPOLD A., North Ashford, Kent, Carpenter. Nov. 21 at 11. Off. Rec., 68, Castle-st., Canterbury.  
 DAVIS, WILFRED FREDERICK, Leigh, Staffs. Nov. 25 at 12. Off. Rec., 4, Castle-pl., Nottingham.  
 FRIENGELI, ALFONSO GOFREDO, Malda Vale. Nov. 25 at 11. Bankruptcy-bldgs., Carey-st.  
 GORDON-DUFF, G. E., Yatesbury, Wilts (as previously granted).  
 HOOD, GEORGE ROBERT, Clifton, Bristol, Business Manager. Nov. 21 at 11.30. Off. Rec., 26, Baldwin-st., Bristol.  
 IVSON, GEORGE FREDERICK, Darlington, Composer. Nov. 25 at 2.30. Off. Rec., 80, High-st., Stockton-on-Tees.  
 KIRBY, ALFRED DAWSON, Maidenhead, Licensed Victualler. Nov. 25 at 11. 14, Bedford-row.  
 LOCKWOOD, EDITH, Highgate. Nov. 26 at 11. Bankruptcy-bldgs., Carey-st.  
 PALMER, GEORGE JOSEPH, Rayleigh, Essex, Builder. Nov. 26 at 11.30. 14, Bedford-row.  
 PATTERSON, WILLIAM AJAX, Dartmouth, Bookseller. Nov. 24 at 12. Bankruptcy-bldgs., Carey-st.  
 RICHARDSON, WILLIAM, Middlesbrough, Shoemaker. Nov. 25 at 2.15. Off. Rec., 80, High-st., Stockton-on-Tees.  
 SMITH, SARAH ANN, London Roothing, Essex. Nov. 25 at 12. 14, Bedford-row.  
 TAYLOR, MORTON TOM LEONARD, Hammersmith. Nov. 29 at 11. Bankruptcy-bldgs., Carey-st.

### ADJUDICATIONS.

AIREY, J. H., Sutherland-av. High Court. Pet. Sept. 18. Ord. Nov. 11.  
 BARON, RICHARD CARDWELL, Bloomsbury, Photographer. High Court. Pet. May 6. Ord. Nov. 11.  
 CALVERT, JOHN HOBNEY, Great Grimsby, Fisherman. Great Grimsby. Pet. Nov. 10. Ord. Nov. 10.  
 CORNELL, ABRAHAM, Gornal, near Dudley, Staffs, Cattle Dealer. Dudley. Pet. Oct. 16. Ord. Nov. 11.  
 EDWARDS, PERCY JAMES, Fore-st., Millinery Manufacturer. High Court. Pet. Sept. 18. Ord. Nov. 11.  
 JACOB, JOHN, Dover, Army Pay Clerk. Canterbury. Pet. Oct. 14. Ord. Nov. 10.  
 KIRBY, ALFRED DAWSON, Maidenhead, Licensed Victualler. Windsor. Pet. Oct. 15. Ord. Nov. 11.  
 LENTON, ERNEST HENRY, Southorpe, Lines, Bazaar Proprietor. Great Grimsby. Pet. Oct. 31. Ord. Nov. 12.  
 MATHISON, ALEXANDER PERCEVAL, Blackheath, Kent Civil Servant. Greenwich. Pet. July 24. Ord. Nov. 11.  
 ROBINSON, WILFRED HENRY, Hyde Park-ter, High Court. Pet. Aug. 15. Ord. Nov. 10.  
 SALMON, FREDERICK WYMERLEY, St. James's-st. High Court. Pet. Oct. 21. Ord. Nov. 10.  
 STEPHENS, SIDNEY OLDRIDGE, Dorking, Surrey, Fishmonger. Croydon. Pet. Nov. 7. Ord. Nov. 11.  
 TAYLOR, MORTON TOM LEONARD, Hammersmith Theatrical Manager. High Court. Pet. Nov. 12. Ord. Nov. 12.

### ADJUDICATIONS ANNULLED.

CURTIS, WILLIAM, Kilsney, near Skipton, Yorks, Photographic Publisher. Bradford. Adj. May 20. Annul. Nov. 10.  
 HEFORTH, WILLIAM EDGAR, Elland, Yorks, Wholesale Confectioner. Halifax. Adj. May 31, 1897. Annul. Oct. 28, 1919.

### ORDERS ANNULLING, REVOKING, OR RESCINDING ORDERS.

HOWARD, FRED, Manchester, Manchester. Rec. Ord. of Dec. 30, 1898, discharged, and Order of Adjudication of Dec. 30, 1898, annulld. Annul. Revoc., or Resc., Nov. 4, 1919.  
 SLINN, ARTHUR JOHN, New Burlington-st. High Court. Rec. Ord. res. Sept. 11. Annul. Revoc., or Resc., Nov. 10.

London Gazette.—TUESDAY, Nov. 18.

### RECEIVING ORDERS.

BENNETT, ERNEST ALBERT, Aldridge, near Walsall, Grocer. Walsall. Pet. Nov. 12. Ord. Nov. 12.  
 DE BINGHAM, THOMAS MCCLELLAND, Earl's Court, Engineer. High Court, Pet. Oct. 15. Ord. Nov. 14.

SCOTT, JOHN, Wolverhampton. Jan. 24. Fowler, Langley & Wright, Wolverhampton.  
 SPARKE, WILLIAM, Beckenham. Dec. 17. Blosse R. Armstrong, Bank-chmbrs., Forest Hill.  
 STEWART, ALEXANDER, Derby, Travelling Draper. Dec. 29. F. Stuart Thirby, Derby.  
 VAUGHAN, FRANK ANNESLEY, Annalong, Ireland, Schoolmaster. Dec. 25. Beaumont, Son & Riden, 33, Chancery-la.  
 VULFANT, COLWYN WILLIAMS, Cheltenham. Dec. 31. Haddock & Pruett, Cheltenham.  
 WATKINS, CHARLES SAMUEL CORNISH, Mayfield, Sussex. Dec. 21. Bramston, Skelton & Dowse, Norfolk-st.  
 WHITALL, ELIZABETH, Cobham, Surrey. Dec. 31. Mount, Sterry & Wheeler, 24, Martin-la., Cannon-st.  
 WRIGHT, Second Lieut. JAMES WILLIAM, Sheffield. Dec. 36. Wm. Irons, Sheffield.  
 WILLIAMS, CHARLES HENRY, Maidstone, Confectioner. Dec. 29. Ellis & Ellis, Maidstone.

### ADJUDICATION ANNULLED.

CLARE, ALLAN Aiken, Sheffield, Physician. Sheffield. Adj. Aug. 19, 1910. Annul. Nov. 13, 1919.

London Gazette.—FRIDAY, Nov. 21.

### RECEIVING ORDERS.

BURGESS, ALFRED BRADFORD, 317, Old Kent-rd. High Court. Pet. Aug. 22. Ord. Nov. 14.  
 DAVIES, HENRY, St. James's-sq. High Court. Pet. Sept. 23. Ord. Nov. 18.  
 GERSHOVITCH, LEWIS, St. John's-hill, Clapham, High Court. Pet. Sept. 30. Ord. Nov. 19.  
 NERES, ALBERT CARL, Battersea Park, Diamond Broker. High Court. Pet. Nov. 18. Ord. Nov. 18.  
 SUTTON-MATTHEW, HENRY JOHN, Brighton, Horse Dealer. Brighton. Pet. Nov. 17. Ord. Nov. 17.  
 WHITHEAD, ALBERT LEONARD, Manchester, Wholesale Confectioner. Manchester. Pet. Oct. 28. Ord. Nov. 17.

### FIRST MEETINGS.

BENNETT, ERNEST ALBERT, Aldridge, Walsall, Grocer. Dec. 1 at 12. Off. Rec., 30, Lichfield-st., Wolverhampton.  
 BURGESS, ALFRED BRADFORD, Old Kent-rd. Dec. 1 at 11. Bankruptcy-bldgs., Carey-st.  
 DAVIES, HENRY, St. James's-sq. Dec. 1 at 12. Bankruptcy-bldgs., Carey-st.  
 DENT, EDITH, Colchester. Nov. 28 at 12.15. Off. Rec., 36, Princes-st., Ipswich.  
 GERSHOVITCH, LEWIS, Clapham Junction. Dec. 2 at 11. Bankruptcy-bldgs., Carey-st.  
 HAGGARD, LESTER, Tottenham, Civil Engineer. Dec. 2 at 2.30. 14, Bedford-row.  
 LENTON, ERNEST HENRY, Southorpe, Lines, Bazaar Proprietor. Dec. 4 at 10. Off. Rec., St. Mary's-chmbrs., Great Grimsby.  
 NERES, ALBERT CARL, Battersea Park, Diamond Broker. Dec. 2 at 12. Bankruptcy-bldgs., Carey-st.  
 REVELLY, HAROLD GEORGE, Watford, Fish and Ice Merchant. Nov. 28 at 12.30. 132, York-rd., Westminster Bridge-rd.  
 TRAWAITES, JOHN, Egremont, Cumberland, Motor Agent. Dec. 1 at 10.40. County Court Office, Whitehaven.  
 WHITE, PERCY HENRY, Kingston-on-Thames, Motor Engineer. Nov. 28 at 12. 132, York-rd., Westminster Bridge-rd.  
 WILLEY, WILLOUGHBY, Leicester. Nov. 28 at 11. Off. Rec., Bridge-st., Leicester.  
 WESTON, HARRY CLIFFORD, Brighton, solicitor. Nov. 28 at 2.30. Off. Rec., 12a, Marlborough-pl., Brighton.  
 WIGZELL, GEORGE REGINALD, Stoke Newington, Estate Agent. Dec. 2 at 3. 14 Bedford-row.  
 WIGZELL, HENRY JOSEPH, Stoke Newington, County Court Clerk. Dec. 2 at 3.30. 14, Bedford-row.

### FIRST MEETINGS.

CRIPPS, GEORGE HERBERT, St. Albans, Herts, Grocer. Nov. 27 at 11. 14, Bedford-row.  
 DE BINGHAM, THOMAS MCCLELLAND, Earl's Court, Engineer. Nov. 27 at 12. Bankruptcy-bldgs., Carey-st.  
 HART, H. T., Barnes, Surrey, Motor Car Agent. Nov. 27 at 11. 132, York-rd., Westminster Bridge-rd.  
 HARVEY, EDWIN HAROLD, Yeovil, Agricultural Merchant. Nov. 27 at 2.30. Off. Rec., City-chmbrs., Catherine-st., Salisbury.  
 HUMPHREY, GEORGE HAROLD, Ealing, Company Director. Nov. 27 at 11. Bankruptcy-bldgs., Carey-st.  
 JOWITT, JOSEPH EDWIN, Leeds, Cycle Agent. Nov. 26 at 11. Off. Rec., 24, Bond-st., Leeds.  
 LOWNDEN, FRED, Blackpool, Tram Driver. Nov. 26 at 11. Off. Rec., 13, Winkley-st., Preston.  
 MINNICK, ARTHUR EDWARD, Fulham-rd. Nov. 26 at 12. Bankruptcy-bldgs., Carey-st.  
 ROBINSON, CHARLES REGINALD, Hyde Park-ter. Nov. 26 at 12. Bankruptcy-bldgs., Carey-st.  
 SANDERS, REGINALD WALTER, Chelsea, Insurance Agent. Nov. 28 at 11. Bankruptcy-bldgs., Carey-st.  
 STRIDE, WILLIAM GEORGE, Eastbourne. Nov. 26 at 2.30. Off. Rec., 12a, Marlborough-pl., Brighton.  
 WALLACE, FRANK, Alnmouth, Decorator. Nov. 28 at 11. Off. Rec., Pearl-bldgs., 4, Northumberland-st., Newcastle-upon-Tyne.  
 WOLSTENHOLME, JAMES, Manchester. Nov. 28 at 12. Bankruptcy-bldgs., Carey-st.

### ADJUDICATIONS.

BENNETT, ERNEST ALBERT, Walsall, Grocer. Walsall. Pet. Nov. 12. Ord. Nov. 12.  
 CAMPLIN-SMITH, BERTIE AUGUSTUS, Charing Cross-rd. High Court. Pet. July 2. Ord. Nov. 14.  
 CRIPPS, GEORGE HERBERT, St. Albans, Herts, Grocer. Barket and St. Albans. Pet. Nov. 12. Ord. Nov. 14.  
 HUMPHREY, GEORGE HAROLD, Ealing, Company Director. High Court. Pet. Nov. 14. Ord. Nov. 14.  
 LOOSMORE, EDWARD, Swansea, Café Proprietor. Carmarthen. Pet. Nov. 15. Ord. Nov. 15.  
 NETHALL, ERNEST JAMES, Kingston, Surrey, Kingston. Pet. Aug. 29. Ord. Nov. 15.  
 GORDON, ALEXANDER J. M., Tidworth, Salisbury. Pet. Oct. 8. Ord. Nov. 14.  
 REVELLY, HAROLD GEORGE, Watford, Fish and Ice Merchant. Wandsworth. Pet. Nov. 15. Ord. Nov. 15.  
 RICHARDSON, WILLIAM, Middlesbrough, Yorks, Shoemaker. Middlesbrough. Pet. Oct. 17. Ord. Nov. 12.  
 SOWARD, FRANK, Mewell Hill, Accountant. High Court. Pet. April 11. Ord. Nov. 13.  
 SMITH, WILLIAM TOPHURSE, Nelson, Lancs, Hairdresser. Burnley. Pet. Nov. 11. Ord. Nov. 11.  
 STRONG, ROBERT FERGUSON, Pimlico, Engineer. High Court. Pet. Oct. 31. Ord. Nov. 13.  
 WALLACE, FRANK, Alnmouth, Painter and Decorator. Newcastle-upon-Tyne. Pet. Nov. 13. Ord. Nov. 13.  
 WATSON-PAUL, GUY, Stepney. High Court. Pet. April 2. Ord. Nov. 13.  
 WILLEY, WILLOUGHBY, Leicester. Leicester. Pet. Nov. 15. Ord. Nov. 15.

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